



Contract Number

24-801

SAP Number

4400025800

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Securus Monitoring dba Satellite Tracking of People, LLC
<b>Contractor Representative</b>	Odell Romero
<b>Telephone Number</b>	(832) 553-9500
<b>Contract Term</b>	9/1/2024 – 8/31/2029
<b>Original Contract Amount</b>	\$2,050,000
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	\$2,050,000
<b>Cost Center</b>	4424201000
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County), through its included Sheriff/Coroner/Public Administrator (Sheriff) desires to designate a Contractor of choice to provide Global Positioning System (GPS) Tracking Services to justice-involved youth and adults; and

**WHEREAS**, the County conducted a competitive process to find Securus Monitoring dba Satellite Tracking of People, LLC (Contractor) to provide these Services, and

**WHEREAS**, the County finds Contractor qualified to provide GPS Tracking Services; and

**WHEREAS**, the County desires that such Services be provided by Contractor and Contractor agrees to perform these Services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**A. DEFINITIONS**

**A.1** Board: The San Bernardino County Board of Supervisors.

**A.2** Contract: The Contract between the County and the Contractor that specifies the terms and conditions in how the Contractor will provide services or products to the County.

- A.3 Contractor: Any individual, company, firm, corporation, partnership, or other organization identified as providing the Services, and to whom a Contract award is made by the County.
- A.4 Corrective Action Plan (CAP): A written plan provided by Contractor to County to address identified performance deficiencies.
- A.5 On-site Service: Services provided at the location(s) as determined by the County.
- A.6 Participant: Any justice involved youth or adult who is placed in a program requiring GPS monitoring.
- A.7 Purchasing Agent: The Director of the County Purchasing Department, or their designee.
- A.8 Purchase Order (PO): A purchase order specifies the types and quantity of Products, Services, or Software ordered, the method of delivery, the delivery date required, and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.9 Services: The requested Services described in the Contract.
- A.10 Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor who is performing Services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- A.11 VeriTracks: Secure web-based electronic monitoring platform that provides access to vital Participant location information to authorized program staff, via reports, graphs and notifications.

**B. CONTRACTOR RESPONSIBILITIES**

GPS tracking Services shall meet or exceed the requirements herein:

- B.1 Contractor shall provide devices as specified in section B.10 and shall perform expert On-site Service and dispatch expert technicians to the field in the event electronic diagnosis or replacement of component problems are encountered.
- B.2 Contractor's software shall include the Automated Crime Scene Correlation (ACSC) feature to compare the Participant's track points to crime locations from law enforcement Records Management Systems.
- B.3 All devices and accessory items shall be currently registered and approved by the Federal Communications Commissioner (FCC).
- B.4 The Contractor shall provide a secure confidential 24-hour monitoring center and help-desk facility. The monitoring center must have been in use for at least 12 consecutive months prior to the start of this contract through one or more contracts with County, state or federal government agencies.

**B.5 MONITORING CENTER FACILITY AND INTERACTIVE SERVICES**

- B.5.1 Contractor's monitoring center shall have a permanently installed and functioning emergency backup power source, independent of its main power source, capable of maintaining continuous operations, for a minimum of forty-eight (48) hours, in the event of failures of normal utility power. If power is not restored, a back-up monitoring center service must be activated within 60 minutes.
- B.5.2 Contractor's monitoring center shall have ventilation and temperature controls adequate to ensure proper functions of the monitoring center hardware.

- B.5.3** Contractor's monitoring center's physical security features, at minimum, shall include closed circuit camera system and limited access doorways.
- B.5.4** Contractor shall have a secondary (backup) monitoring center capable of providing full operational functions in the event the primary monitoring center is disabled. The secondary monitoring center shall be located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary monitoring center.
- B.5.5** Contractor shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
- B.5.6** Contractor shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the Contract with the County.
- B.5.7** Contractor shall provide the County a contact number, accessible twenty-four (24) hours per day, 365 days per year (366 days per leap year) for the purpose of reporting problems that might be experienced.
- B.5.8** In the event any component of the Contractor's monitoring center becomes inoperable, the Contractor shall immediately notify the County or designee by telephone, but no later than thirty (30) minutes after service failure.
- B.5.9** Contractor's back up monitoring center shall be activated within 60 minutes of initial system failure or disaster.
- B.5.10** Contractor's primary monitoring center shall be fully operational and staffed adequately to support the operations of its Contract with the County, twenty-four (24) hours per day, 365 days per year (366 days per leap year). Staffing levels must meet the device ratio for the County activated equipment estimated to be 200-300 per year.
- B.5.11** Contractor shall provide a staffed communication system utilizing an 800-telephone number an 800- fax number, and email access, available twenty-four (24) hours per day, 365 days per year (366 days per leap year) at no additional charge to the County for technical, analysis, and application assistance.
- B.5.12** Contractor's monitoring center shall support interactive queries from authorized County staff (Sheriff's personnel) and/or authorized law enforcement agencies (including a Participant's location by date range and/or time range when requested), within five minutes.
- B.5.13** Contractor's monitoring center shall provide for Participant enrollments and scheduling to be performed via direct telephone request (password accessible) when Sheriff's personnel do not have immediate access to an internet connection.
- B.5.14** Contractor's monitoring center shall enroll or deactivate GPS Tracking Services for a Participant within 30 minutes after receipt of a request by fax, telephone, or e-mail notification from an officer.
- B.5.15** Contractor's monitoring center shall maintain accurate and concise historical logs of all telephone, text message, emails, and fax calls attempted and completed, including date, time, and the associated incident. The Contractor shall make these logs available to the County upon request.

- B.5.16** Contractor's monitoring center shall provide immediate notification via text message or email, twenty-four (24) hours per day, 365 days per year (366 days per leap year) to designated County staff when an alert notification is generated. The Contractor's monitoring center service shall include the capability to administer a phone call by a live staff person in the monitoring center in response to designated priority alert notifications, at no additional cost to the County.
- B.5.17** Contractor's monitoring Center shall triage alerts, including triaging and responding to alerts with direct contact to both County staff and Participants for resolution, as defined by the County. The monitoring center service shall have the ability to escalate an alert notification to the next County designated contact if the officer does not acknowledge the initial notification within a County-specified timeframe to be defined during the services implementation phase. In the event an alert notification is unresolved, the Contractor's monitoring center service shall be responsible for contacting the County's designated officer via text message, email, or phone. The means or mode of contact shall be at the County's discretion. Contractor shall provide these Services twenty-four (24) hours per day, 365 days per year (366 days per leap year). The Contractor's monitoring center alerts shall be triaged and responded to for up to four (4) alert notifications (i.e., bracelet strap, low and dead battery, and zone violations); additional alerts shall be priced on an optional price plan.
- B.5.18** Contractor's monitoring center shall record every human voice which calls in and out of the system to be recorded with a transaction record that indicates the called number or calling number, and the result of the call. This information shall be made available to the County at the County's request.
- B.5.19** Contractor's monitoring center shall provide an initial response to pre-determined alert notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the County and the Contractor.
- B.5.20** Contractor's monitoring center service shall tailor the level of alert notification to the County's needs or protocols.
- B.5.21** Contractor's monitoring center shall maintain a call tree to be utilized when contacting an officer to report alert notifications pursuant to established protocols and optional price plan.
- B.5.22** In the event of an alert violation, the monitoring center service shall provide to the officer, at minimum, the Participant's name, type of violation, time of violation, and the time and location of the Participant's last known location.

## **B.6 DATA CENTER**

- B.6.1** Contractor's monitoring center, or a separate facility, shall house a data center(s) with multiple physical security features.
- B.6.2** Contractor's data centers shall have ventilation and temperature controls adequate to ensure proper functions of the monitoring center hardware.
- B.6.3** Contractor's data centers shall have multiple redundant back-up emergency power generators.
- B.6.4** Contractor shall have redundant data centers located a sufficient distance apart in the event of a disaster in the local area.

- B.6.5** All back-up systems in the data centers shall be tested regularly.
- B.6.6** Contractor's data center shall provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of a data disruption, the secondary data center shall be activated within ten (10) minutes of initial system failure.

## **B.7 DATA STORAGE**

- B.7.1** Contractor shall ensure that all records (automated or hard copy files) remain the property of the County and shall be returned to the County within 30 days, in the event the Contract is canceled or terminated.
- B.7.2** Contractor's data center must ensure that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by County personnel in accordance with the following:
  - a) All historical data shall be centrally stored and accessible for reporting purposes;
  - b) This information shall be available for reporting in a standard transaction file format;
  - c) All current and historical data files shall be retained for a minimum of seven (7) years and this information shall be available at no charge to the County; and
  - d) Contractor's data centers shall have duplicate computers with the ability to, at minimum, permit restoration of data collection and user monitoring services within ten (10) minutes after computer failure. The monitoring center shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.
- B.7.3** Upon request from the County, Contractor shall provide the most up-to-date complete copy of the system database, including historical data, data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the County.

## **B.8 DATA ACCESS**

- B.8.1** Contractor shall not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data related to the GPS Program to any entity, including other County personnel not assigned to the Electronic Confinement Unit, without prior written approval from the County.
- B.8.2** Contractor shall maintain unaltered recorded data of Participant violations, to be accessible in original form and substance, for utilization as physical evidence for prosecution.

## **B.9 SECURITY**

- B.9.1** At the discretion of the County, personnel assigned by Contractor, and working under the Contract, may be required to undergo (and pass) an additional background investigation, prior to being authorized access to a County facility. This additional background and criminal history check may be completed by the County Sheriff's Department at the Contractor's expense. Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) have not been convicted of a felony, are not proven substance abusers, and do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law.

If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets the County's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 90-day period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or provide Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

## **B.10 EQUIPMENT**

- B.10.1** Contractor shall provide the following devices for GPS Tracking Services: BLUtag one-piece body-attached device.
- B.10.2** Contractor shall provide, at no additional cost to the County, all systems and equipment (software and hardware) required for the Service delivery, regardless of the actual number of units including, but not limited to:
- a) A system with a database to monitor Participant activity;
  - b) All monitoring units (transmitter, receiver/dialer and other related equipment) to communicate location data to the Contractor's system;
  - c) All software and hardware required to access the Internet, with the exception of County personal computers; and
  - d) All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform GPS Tracking Services on an as-needed basis.
- B.10.3** All equipment and systems furnished shall be standard products supplied by the Contractor, in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the Participant in normal intended use.
- B.10.4** Contractor shall provide only equipment that meets the highest levels of ruggedness, durability and performance available, when considering the following: operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range and tamper resistance.
- B.10.5** Contractor shall provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or Participants.
- B.10.6** The device identified by the Contractor above shall be the latest proven reliable technology and meet the requirements specified above.
- B.10.7** The device shall not have any sharp edges and shall be designed so as not to cause excessive chafing or bruising.
- B.10.8** The device shall use Global Positioning Satellites and the cellular telephone network to track and report the location(s) of Participants both at home and in the community, regardless of location. Passive, hybrid, and active devices must be the same one-piece body-attached device securely attached to the ankle.
- B.10.8.1** Active GPS shall be a service level that must collect a tracking point at least once every minute and must report information via the cellular network at least once every fifteen (15) minutes and shall report tampering and zone violations

immediately. Active GPS devices that utilize less frequent intervals shall not be used to provide services under this contract.

- B.10.8.2** Passive GPS shall be a service level that collects a tracking point at least once every single minute and must report information via a cellular or landline telephone at least once every twelve (12) hours.
- B.10.8.3** If requested by, and at no cost to, the County, Contractor shall offer at least one hybrid service plan that collects a tracking point once every minute and reports information via the cellular network at least once every 30 minutes. Other hybrid plans offered as an "optional" service shall have separate pricing and description of frequency of tracking points and reporting intervals included in that plan.
- B.10.9** Active GPS includes the ability of the device to be remotely contacted to force the device to instantly locate and call back with its data immediately. Contractor shall include unlimited instant cellular location at no additional cost.
- B.10.10** All devices shall be capable of utilizing unlimited alternative location tracking using the cellular network in the absence of GPS at no additional cost to the County.
- B.10.11** The VeriTrack system shall have the capacity to convert a device between active and passive mode without removal from the Participant or requiring a change of equipment.
- B.10.12** The device shall be small, light, and not restrictive and have the ability to be attached to the Participant securely around the ankle in a manner that will not impede normal activities or work.
- B.10.13** The device shall not pose a safety hazard nor unduly restrict Participant's activities.
- B.10.14** All equipment assigned to the Participant shall be manufactured to allow for repeated proper sanitization. The Contractor shall provide instructions to sanitize the equipment, including recommended cleaning agents and methods.
- B.10.15** The device components shall be quickly removable by a trained officer and not easily removable except by an officer with the correct equipment.
- B.10.16** All communications to and from the device shall be encrypted.
- B.10.17** The device shall be supplied with an installation kit containing all necessary equipment to install, activate or deactivate the device. At least one tool kit shall be included for each 25 units in use.
- B.10.18** The device shall be simple to install and have easy to understand instructions.
- B.10.19** The device shall be permanently marked with the model/serial identification numbers and will withstand exposure to common cleaning products. The Contractor shall replace any device without charge if the tracking number is not legible.
- B.10.2.25** The device shall track a Participant twenty-four (24) hours per day, 365 days per year (366 days per leap year) and shall be able to confirm the date, time and location of the tracking event.
- B.10.2.26** The device shall acquire GPS within five minutes when placed in an outdoor environment.

- B.10.2.27** The battery for the device shall hold a single charge for a minimum period of sixteen (16) hours while performing one minute GPS acquisition and downloading data to the Database System at least once every fifteen (15) minutes.
- B.10.2.28** The device shall be shock-resistant.
- B.10.2.29** The device's battery shall be able to re-charge from a dead battery status to hold a single charge for a minimum period of sixteen (16) hours to a maximum capacity (100% charge) in two (2) hours or less.
- B.10.2.30** The battery powering the transmitter shall have a guaranteed life cycle of not less than twelve (12) months. Each device shall be replaced at specific intervals to avoid device failures due to loss of battery power.
- B.10.2.31** The device shall be supplied with an electronic charger unit that uses a wall outlet power (alternating current) with a charging cord of a minimum of 6 feet long. The device shall have the ability for a charging unit or secondary unit to charge from a vehicle auxiliary power outlet if necessary.
- B.10.2.32** The device shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the Contractor's monitoring center.
- B.10.2.33** The device shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.
- B.10.2.34** The device and software system should be capable of storing up to 99 zones so that zone violations can be immediately reported regardless of the call-in frequency.
- B.10.2.35** The device shall communicate to the Contractor's software system by common cellular carrier, with the option of a secondary cellular carrier. The device shall include dual carrier technology.
- B.10.2.36** The device shall be waterproof and independently tested against the effects of continuous immersion in water up to twenty-five (25) feet deep.
- B.10.2.37** The device shall detect and record an alert feature to signal the Participant by audible tone or vibration method.
- B.10.2.38** The device shall detect and record an alert feature with immediate tamper notification.
- B.10.2.39** The device or system shall detect and record an alert feature with immediate alert notification for inclusion and/or exclusion zone violations.
- B.10.2.40** The device shall detect and report an alert feature with immediate alert notification for loss of communication violations.
- B.10.2.41** The device shall detect and record an alert feature with immediate alert notification for a low battery a minimum 2 hours prior to going dead.
- B.10.2.42** The device shall detect and record an alert feature with alert notification to detect potential masking of the device's ability to receive GPS signals.



- B.10.2.43** The device shall incorporate non-volatile memory capable of storing at least 24 hours' worth of events (with date and time of occurrence) at times when the cellular service or electrical power may become unavailable; non-volatile memory will retain unreported events and report them once power/cellular services have been restored, including date and time of occurrence.
- B.10.2.44** All straps utilized to attach equipment to a Participant shall be designed so that if a Participant cuts, severs, or otherwise compromises the integrity of the strap an alert is generated.
- B.10.2.45** Straps used to attach the equipment to a Participant shall have exterior surfaces made of hypoallergenic materials and shall be adjustable in length to fit all Participants. All straps designed to attach equipment to a Participant shall have the capability to be securely sized to a Participant. If straps are pre-sized, they shall be immediately available in one-half inch increments or less.
- B.10.2.46** GPS devices should be able to utilize additional accessories (such as beacons or similar radio frequency monitoring devices) for enhanced location verification in defined impaired environments while at home.
- B.10.2.47** The GPS device should also have the ability to download location and alert information via a landline in areas without adequate cellular coverage.

## **B.11 SYSTEM, SOFTWARE, AND MAPPING**

- B.11.1** Contractor shall have a secure web-based system and provide the County with secure access.
- B.11.2** Contractor's website shall not require any software downloads or remote access to the County's computers to utilize the system.
- B.11.3** Contractor shall provide a web-based system that is capable of being accessed through a secure (password protected) internet connection from desktop, laptop, or remote means by County personnel, who have appropriate security clearance and have been provided Contractor-supplied security codes.
- B.11.4** Contractor's system shall be supported by a database that allows for multiple data fields, subject to final approval by the County.
- B.11.5** Contractor's web-based application shall provide the ability to efficiently stream aerial mapping data and Participant tracking points with concurrency and minimal latency during critical hours of operations..
- B.11.6** Contractor's web-based application shall be accessible twenty-four (24) hours per day, 365 days per year while maintaining acceptable processing performance for Participant mapping and tracking data.
- B.11.7** Any software necessary for the County interface shall be provided at the expense of the Contractor, with no licensing fee to the County (Site License). Any and all software shall be subject to pre-approval and testing by the County.
- B.11.8** Contractor's web-based application shall allow users to access the application over an SSL connection with 128-bit encryption, utilizing Microsoft Edge web browser version 111.0.1161.5 or higher.

- B.11.9** Contractor's system shall provide the capability for the County to download data and reports from the database, through secured internet access.
- B.11.10** Contractor's system shall have the capability to query the database for any/all Participant's GPS location based on a specified date or time.
- B.11.11** Contractor's system shall provide the capability for the entry of narrative-style notes by County personnel and/or the Contractor's monitoring center staff. These notes will be utilized as documentation of steps taken to resolve Participant alerts.
- B.11.12** Contractor's system shall be able to allow configuration of protocols to enable the features that the County wants and disable those that it does not want. For example, types of alerts, notifications, zone categories, etc.
- B.11.13** Contractor's system shall show the name, phone numbers, etc. of the officer in charge of the Participant, if different from the Participant's assigned officer ('on call' staff).
- B.11.14** Contractor's system shall be able to record the model and serial number for each device placed on a Participant.
- B.11.15** Contractor's system shall be able to assign role-based security levels to users. These include, but are not limited to, manager, supervisor, and officer.
- B.11.16** Contractor's system shall accept critical event data points and be able to link Participants to the event on the map.
- B.11.17** Contractor's system shall provide administrative access to website tracking report showing by user: how many log-ins/minutes logged in by month summary detailed reports with date/duration/time stamp per log on.
- B.11.18** Contractor's system shall enable the County to monitor the near real time position for a specific Participant's location at any and all times. Participant location data shall be uploaded a minimum of once every fifteen (15) minutes while in compliance and immediately uploaded when the Participant is in violation status. The system shall provide Participant locations upon demand. The system shall also be capable of the following:
- a) Establishing configurable inclusion and exclusion zones;
  - b) Collecting Participant points at a minimum of once every 1-minute;
  - c) Communicating (with the Participant);
  - d) Providing location mapping; and
  - e) Providing alert notification.
  - f) The Contractor's system shall have the capability to query GPS location information both automatically and individually, including latitude and longitude, and mapping on all Participants based on specified distance from a specified location within specified date/time range as means of performing analysis of GPS Participant at a potential crime scene.
- B.11.18.1** Contractor's system software shall allow for a non-erasable alpha numeric identification designated by the County. A unique identification shall be used for each Participant within the Contractor's system. In addition, the software shall require the following minimum mandatory fields for initial Participant enrollment:
- Name;
  - Unique numeric identifier
  - Physical address

- Serial number of equipment;
  - Time zone;
  - Assigned officer; and
  - Participant photo
- B.11.18.2** Contractor shall provide a Mobile Application (App) that is active both for iOS and Android operating systems. Contractor shall maintain and update App as needed. App shall allow County to track Participants, mirroring that of the Contractor's system software.
- B.11.18.3** Contractor's mapping software shall include, but not be limited to the following:
- a) Allow unlimited automatic access to the most up-to-date maps available with state-of-the-art graphics with aerial photography capabilities;
  - b) Allow for zooming/scaling from street level to statewide;
  - c) Allow for identification/labeling of streets;
  - d) Display Participant location information in a sequenced event and/or at a specific date and time; and
  - e) Display inclusion and exclusionary zones that shall be printable from the screen.
- B.11.18.1.4** Contractor's system shall enable the user to define a variety of zone types including, but not limited to, Inclusion, Exclusion, and Mobile Victim Zones, as well as Zones within a Zone, each with its own governing time/date-based schedule. Contractor shall provide its web-based capabilities to meet each of these requirements, provide sample screen shots and describe the specific steps involved in configuring a zone with an accompanying schedule.
- B.11.18.1.5** Contractor's system shall be compatible to upload GPS information, system review, or other relevant information into the County's electronic database.
- B.11.18.1.6** Contractor's system shall enable officers to terminate tracking of a device without having to directly contact the Contractor, one of its agents, or the monitoring center.
- B.11.18.1.7** Contractor's system shall be able to integrate into the department's case management system as needed to provide GPS updates and access information..
- B.11.18.1.8** Contractor shall provide a free of charge, test environment for the County's use to evaluate any new features of both hardware and software.

## **B.12 SYSTEM REPORTS**

- B.12.1** System reports shall allow the County to generate reports directly from the Contractor's database through the secure internet site. Contractor shall create reports to the specific needs of the County and provide those on an ongoing basis, or as needed by the County.
- B.12.2** To ensure that reports are accurate and timely, the system's database shall be updated in real time to ensure all report data is current when viewed and/or downloaded by County personnel.
- B.12.3** All reports shall have the capability of being queried, sorted, or filtered by any field contained in the report or by data parameters as applicable, and reports shall be readable on screen, printable, and downloadable into Microsoft excel format.

- B.12.4** The system shall provide real-time reports of all assigned equipment. The system reports shall include description/type of equipment, serial number, assigned Participant, and assigned officer.
- B.12.5** Contractor's system shall provide the County with the ability to generate a report by date parameters, sorted by location site, identifying the number and type of notifications during specified time parameters, such as:
  - a) Monday-Friday, 8:00 am-5:00 pm
  - b) After hours
  - c) Weekends

And indicating summary totals for:

  - a) Total number of alerts per location site
  - b) Percent of total per type of alert and average number of alert notifications per month
  - c) Per Participant within each location site
- B.12.6** Contractor's system shall provide the County with the ability to generate alert reports, queried by individual assigned Participant and date parameters that identify the type of alert, time of alert, method of alert (fax, e-mail or phone call), and recipient of alert.
- B.12.7** County can request custom reports, at no additional cost.
- B.12.8** Contractor's system shall provide the County the ability to generate a summary report of all Participants and/or assigned officer that identifies Participant's name, County number, address, and officer assigned.
- B.12.9** Contractor's system shall be able to provide the County the ability to generate a current usage report indicating the actual number of daily service units used to date (real time) for the monthly period. This report should be detailed to reflect Participant name, County number, service type (active), and number of days utilized to date.
- B.12.10** The Contractor shall submit a daily report, utilizing VeriTracks to every designated Sheriff's personnel (between the hours of midnight and 6:00 a.m. for the previous day) that identifies each alert, type of alert, time and duration of alert, assigned officer, assigned Participant, and totals. This report shall be sorted by Locations/region/unit/officer and shall be e-mailed to all designated officers within the Locations.

**B.13 EQUIPMENT TESTING, REPLACEMENTS, LOST/DAMAGED/STOLEN REQUIREMENT**

- B.13.1** Contractor shall allow the County the use of five (5) GPS monitoring units or systems for demonstration and/or testing purposes, not to exceed a ten (10) day period for any single demonstration/test period. These units/systems shall not be part of the backup inventory and shall be provided at no additional cost. Units/systems may be demonstrated/tested at the discretion of the County.
- B.13.2** Contractor shall provide (when necessary or upon request depending on the item) all necessary GPS tracking supplies and replacement supplies including, but not limited to, straps, clips, batteries, installation-removal equipment supplies, beacons or other Radio frequency monitoring units, car chargers, charger base or cords and instruction/training materials.
- B.13.3** Contractor shall provide and maintain a backup/replacement inventory of monitoring units or systems including charging equipment at a minimum of twenty five percent (25%) of the actual number of units/systems currently in use in each of the County's

locations/office locations. The County shall not pay the Contractor an inventory fee, storage fee, installation equipment fee, or any other fee related to these inventory units and equipment.

- B.13.4** Contractor shall assure that all equipment delivered to the County has been tested to ensure it is operable, free from any defects or damage, and is fully operational. The County reserves the right to reject any and all equipment not determined to be operational and in acceptable operative order and condition. In the event any equipment becomes inoperative due to a malfunction or through normal use, the Contractor shall incur all replacement costs and repairs. The Contractor shall provide the County with replacement equipment within 24 hours at no cost to the County, including shipping and handling costs for both delivery and return.
- B.13.5** At no additional cost to the County, Contractor shall supply replacements for lost, stolen, and damaged equipment up to ten percent (10%) per year of the County's active units/systems. Contractor shall have three (3) working days to replenish requested stock. All units shall be maintained at the County's office for use as immediate replacements, when needed. Replacement of equipment above the 10% annually shall be as per the Contractor provided price sheet (Attachment B-Cost, attached hereto and incorporated herein by this reference), for replacement of lost, stolen, and damaged equipment.

#### **B.14 TRAINING REQUIREMENTS**

- B.14.1** Contractor shall provide all training related to the use of equipment, software, trouble shooting, report analysis, or any time when equipment, hardware, and software enhancements or modifications, are released.
- B.14.2** Contractor shall develop and provide On-site training for Sheriff's personnel on the operational use of the system and the use of all associated equipment and Services. Additional On-site training of officers shall occur within 48 hours of the County's request unless additional lead time is mutually agreed to.
- B.14.3** Contractor shall provide initial orientation training, and ongoing monthly training, as needed. In addition, after implementation training, the Contractor shall provide additional training at a minimum of one time per year for County staff, or training shall be performed on a mutually agreed upon schedule, at County's designated locations, with final approval by the County.
- B.14.4** Contractor shall provide training and/or user manuals upon each officer's initial orientation training in hardcopy; soft file format such as .PDF may be provided at the request of the County. All training and associated training manuals shall be provided at no cost to the County.
- B.14.5** Contractor shall provide all materials and equipment necessary to perform the training(s) and shall utilize actual equipment currently being utilized. All training manuals shall be hardcopies, user-friendly, and kept up to date with the most current training protocols. Training manuals shall be provided for each County staff member trained and upon the request of the County. The training curriculum and evaluation forms that will be utilized for all proposed training shall be submitted to the Contractor.
- B.14.6** Contractor shall make available to Sheriff's personnel remote webinar and online training sessions which demonstrate device applications after initial orientation. Contractor shall provide webinars and online training for system, software, and hardware updates.

## **B.15 ADDITIONAL REQUIREMENTS**

- B.15.1** Contractor shall provide an adequate level of staffing for the provision of Services outlined herein and shall ensure that staff providing Services are qualified, fully trained, and competent in their respective assigned positions.
- B.15.2** Contractor shall provide remote diagnostic support and trouble-shooting technical assistance via a toll-free telephone line 24 hours per day, 365 days per year (366 days per leap year), with highly skilled technicians that have completed a minimum of 40 hours initial training and ongoing annual training. In the event of technical problems that are not resolved from a remote location, the County, upon request, may require the Contractor to provide On-site technical assistance within 24 hours. Technical support is divided into three (3) tiers:
- a) Tier I Basic User Support - Solution Center technicians address questions about hardware and software, provide assistance on all aspects of the system, including enrolling and un-enrolling offenders; creating and modifying curfews, schedules and zones; interpreting data and maps; and determining the current or previous locations of offenders.
  - b) Tier II Advanced User Support - Solution Center software analysts address questions about software. Also, they receive event notifications, such as tampering, identified by the customer, and manage the event by following the customer-provided protocols. They handle data analysis, modification to VeriTracks layout, provide trending issue research, and provide direct customer support.
  - c) Tier II Non-Standard System Support - Software Support Engineers respond to system availability issues, enhancement requests, firmware changes, County requested High-level VeriTracks customizations and implementations.  
In cases where remote support has not resolved a case, Contractor will provide on-site technical assistance within 24 hours. Contractor will maintain contract service technicians located throughout the state of California, including installation partner, Corrective Solutions, who are fully trained on equipment and systems.
- B.15.3** Contractor shall make available highly skilled technicians to provide testimony, as requested, or subpoenaed. Affidavit, expert witness testimony, violation hearing testimony, or any other GPS expert testimony/certification shall be provided at no additional cost to the County. Contractor shall immediately notify the County, or its designee, upon receipt of any subpoena involving or affecting the County.
- B.15.4** Contractor shall have a formal quality assurance/quality control program in place. Such program shall demonstrate that internal review and quality control processes are in place. Routine evaluations of the quality of the system, equipment, and service shall be performed to ensure compliance with the terms and conditions of the Contract. The program is segmented into three (3) areas:
- a) Product Controls ensure the hardware and software products meet County requirements.
  - b) Operational Controls ensure that County can fully utilize the capabilities of the solution.
  - c) Infrastructure Controls ensure that the underlying system components function properly.
- B.15.5** County may perform contract compliance reviews during the term of the Contract. County may include periodic review of compliance with Contract Service delivery.
- B.15.6** County will provide written monitoring reports to the Contractor when issues of non-compliance are identified. Contractor shall provide a written Corrective Action Plan (CAP) to address identified performance deficiencies. The CAP is to be submitted to the County within ten (10) days of receipt of the monitoring report. Failure to correct

deficiencies after thirty (30) days from the date of receipt of the written monitoring report notating the deficiencies may result in determination of breach of contract and termination of Services.

**B.15.7** Contractor shall ensure that the below stated performance outcomes and level of achievement are met during the term of the Contract with the County:

- a) Ninety percent (90%) of training evaluation forms completed on the Contractor's training sessions shall indicate a score of satisfactory or better.
- b) Ninety percent (90%) of officer, supervisor, and manager evaluation forms completed on the Contractor's hardware, system software, monitoring center services, and overall customer support shall indicate a score of satisfactory or better.
- c) One hundred percent (100%) of system failures shall be reported to the County within thirty (30) minutes of occurrence.
- d) One hundred percent (100%) of monthly usage charges shall be invoiced to the County within fifteen (15) days after the end of the month in which service is provided.
- e) Contractor shall advise the County, in writing, of any extenuating circumstances that will prohibit the Contractor from meeting the above-outlined performance measures. Contractor shall provide quarterly performance plan reports to the County.
- f) Contractor may offer additional equipment and services. Contractor should provide a list and include a summary of each additional piece of equipment, to include: one device or system devices, description, training manuals, functionality, service, and optional pricing. Services, may be negotiated based on the County's needs.
- g) Contractor shall provide a minimum of four (4) locally based staff to implement this program. Services, based on the County's needs shall include any or all of the following:
  - Participant Enrollment
  - Participant Initial Contact
  - Installing of Devices on Participant
  - Planning and Migration of current Participants from existing systems to Contractor's system
  - Monitoring of Participant with initial investigation of alerts with notification to officer on verified violations
  - Field service calls or maintenance of equipment
  - Case management services
  - Work and school verification
  - Schedule entry/maintenance
  - Collateral office visits to review compliance and adjust schedules
  - Inventory review and control of devices in use and on the shelf

**B.15.7.9** Contractor shall assign a specific account manager to oversee the County's GPS program. The account manager shall be available to discuss program performance, concerns, and general account questions Monday through Friday, during the hours of 8:00 a.m. and 5:00p.m. PST/PDT. Additionally, Contractor's account manager shall be available to meet monthly, or as needed, as determined by the County. Meetings may be completed via phone call or video call.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of the Contract.

**C.5 Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) have not been convicted of a felony, are not proven substance abusers, and do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets County's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 90-day period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or provide Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

The Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County



facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under the Contract.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure of names and other identifying information concerning persons receiving Services pursuant to the Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The Sheriff/Coroner/Public Administrator, or designee, shall represent the County in all matters pertaining to the Services to be rendered under the Contract, including termination and assignment of the Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If the Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the Contract.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of the Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing Services for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing Services for the County-on-County property, or using County equipment, of the County's objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such Services for the County.

The County may terminate for default or breach of Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

The Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of the Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of the Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding the Contract.

The County, by written notice, may immediately terminate the Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to the Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of the Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of the Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of the Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated. If the Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to the Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential

information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with the Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of the Contract. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible or intangible form, and however stored, compiled, or memorialized, and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract.

**C.29 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same Services provided herein may at their option and through the County Purchasing agent, avail themselves of the Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

**C.29.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.29.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of the Contract.

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to the Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to the Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in the Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power, or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements, or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.34 Representation of the County**

In the performance of the Contract, Contractor, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of the Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of the Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of the Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of the Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C.37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under the Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**C.39 Time of the Essence**

Time is of the essence in performance of the Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that the Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to the Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.



Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.44 Reserved**

**C.45 Reserved**

**C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code section 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204, subdivision (a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Pub. Contract Code, § 2202, subd. (e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.47 Reserved**

**C.48 Reserved**

**C.49 Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall

be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

**C.50 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date the Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to the Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary, or otherwise related business entity of Contractor.

**C.51 Reserved**

**D. TERM OF CONTRACT**

The Contract is effective as of September 1, 2024 and expires August 31, 2029, but may be terminated earlier in accordance with provisions of the Contract.

**E. COUNTY RESPONSIBILITIES**

- E.1** County shall determine suitability for, and make all referrals to, Contractor for GPS Tracking Services. County shall exercise complete authority over each Participant.
- E.2** County shall provide Contractor with and maintain/establish required demographic and curfew information for each Participant.
- E.3** County shall identify and make available County staff for purposes of notification as provided herein.
- E.4** County shall establish violation notification guidelines, a violation response policy, and shall respond to violations in accordance with such policy.
- E.5** County shall make reasonable attempts to recover lost or stolen equipment and shall not be responsible for costs related to any damage, repair, or stolen equipment below 10% annually as listed in section B.13.5.
- E.6** County Sheriff personnel shall have the opportunity to review performance of the Services under this contract to ensure compliance with requirements set by the San Bernardino County Board of Supervisors and to review any requested adjustment of the financial responsibility requirements if warranted by caseload changes or other factors.
- E.7** County shall provide Contractor Virtual Private Network (VPN) access to allow for remote support capabilities for any Contractor equipment provided at County facilities and capable of being supported remotely.



**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under this Contract shall not exceed \$2,050,000 and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under the Contract, based on the rates listed in Attachment B – Cost, within twenty (20) days of the end of the previous month. Invoices shall be issued with a net thirty (Net 30) day payment term with corresponding Purchase Order and/or Contract number stated on the invoices. County reserves the right to audit invoices submitted by Contractor. County shall make payment to Contractor on a Net 30 basis upon receipt of a true and correct invoice. Contractor will not assess interest or late fees for delayed payment. All invoices shall be sent to the County via one of the following methods:

- Email invoices to: BOFA-ACCOUNTSPAYABLE@SBCSD.ORG
- Mail invoices to: San Bernardino County Sheriff's Department  
Attn: Bureau of Administration – Accounts Payable  
655 East Third Street  
San Bernardino, CA 92415

**F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**F.4** County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

**F.5** Costs for Services under the terms of the Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

**F.6** Funds made available under the Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as the Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to the Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

**F.7 Reserved**

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve

Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services-.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

Contractor shall furnish Certificates of Insurance to the County evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences

performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of the Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII."

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under the Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**G.11 Insurance Specifications**

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.11.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers

providing Services on behalf of the Contractor and all risks to such persons under the Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**G.11.2** Commercial/General Liability Insurance – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse, and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of Contract Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Contract completion.

**G.11.6 Reserved**

**G.11.7 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

**H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, state and federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under the Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of the Contract or by law. County shall provide sufficient notice to the Contractor prior to the aforementioned review and audits.

In the event the County determines that Contractor's performance of its duties or other terms of the Contract are deficient in any manner, County will notify Contractor of such deficiency in writing, or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight hours of such notification, or County at its option, may terminate the Contract immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Contractor under the Contract or otherwise.

**H.2** Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, state and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of the Contract shall be a material breach of the Contract.

- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in the Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate the Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under the Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in the Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County*  
Sheriff/Coroner/Public Administrator  
Attn: Bureau of Administration – Contracts &  
Procurement  
655 East Third Street  
San Bernardino, CA 92415

Securus Monitoring dba Satellite Tracking of  
People, LLC  
5353 W Sam Houston Pkwy N, Suite 190  
Houston, TX 77041

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

The Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the Contract not expressly set forth herein are of no force or effect. The Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read the Contract and signs the same of its own free will.

**K.2 Order of Precedence of Documents**

**K.2.1** This Contract consists of:

- a. The body of this Contract
- b. Attachment B – Cost
- c. Exhibit No. 1 RFP No. PROB24-PROB-5087
- d. Exhibit No. 2 Contractor's proposal in response to Request for Proposal (RFP) No. PROB24-PROB-5087

**K.2.2** In the event of any inconsistency in or conflict among the document elements of this Contract, the inconsistency or conflict shall be resolved by giving precedence to the elements in the following order:

- First, the body of this Contract
- Second, Attachment B – Cost
- Third, the Request for Proposal (RFP) No. PROB24-PROB-5087
- Fourth, the Contractor's proposal in response to RFP No. PROB24-PROB-5087
- Fifth, all other written documentation and correspondence pertaining to this Contract.

**L. ELECTRONIC SIGNATURES**

This Agreement, and if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*  
 Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 20 2024  
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*  
 Lynna Monell  
 Clerk of the Board of Supervisors  
 of the San Bernardino County  
 Deputy



Securus Monitoring dba Satellite Tracking of People, LLC  
 (Print or type name of corporation, company, contractor, etc.)

By ► *[Signature]*  
 (Authorized signature - sign in blue ink)

Name Kevin Elder  
 (Print or type name of person signing contract)

Title President  
 (Print or Type)

Dated: 08/19/2024

Address 5360 Legacy Drive, Ste 300  
Plano, TX 75024



**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 ► *Grace B. Parsons*  
 Grace B. Parsons, Deputy County Counsel  
 Date 08/16/2024

Reviewed for Contract Compliance  
 ► \_\_\_\_\_  
 Date \_\_\_\_\_

Reviewed/Approved by Department  
 ► *Kelly Welty*  
Kelly Welty [Aug 19, 2024 10:07 PDT]  
 Kelly Welty, Chief Deputy Director of Sheriff's Administration  
 Date 08/19/2024





## ATTACHMENT A Campaign Contribution Disclosure (SB 1439)

### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Securus Monitoring dba Satellite Tracking of People, LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Kevin Elder, President; Dave Abel, CEO
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
Securus Technologies, LLC
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Securus Technologies, LLC	Parent

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.

## ATTACHMENT B COST

Item/Quantity	Unit Cost	Total Amount
BLUtag	\$3.95	\$3.95
VeriTracks	\$0.00	\$0.00
BLUhome (optional)	\$0.00	\$0.00
BLUbox (optional)	\$0.00	\$0.00

BLUtag will be provided at the cost of \$3.95 per participant, per day. Also included in that price are:

- BLUtag device (GPS)
- BLUtag charging coupler (standard or mobile)
- Installation
- Removal
- Monitoring
- Software
- Hardware
- Unlimited consumables for devices (straps, clips, etc.)
- VeriTracks
- BLUhome (optional)
- BLUbox (optional)
- One Officer Kit with all necessary tools (two-piece strap cutting kit, strap cutters, and bridge clip removal tool) one per supervising officer
- 25% on-site inventory of spare equipment not currently installed on participants (adjustable if the County sees fluctuating increased enrollments)
- Installation, enrollment, and field service support/maintenance by Corrective Solutions
- Maintenance, repair, and/or replacement on all equipment
- Lifetime warranty and no-questions-asked return policy on all equipment
- Shipping to and from San Bernardino County
- Unlimited reporting (data transmissions from BLUtag and BLUhome to VeriTracks)
- Unlimited access to VeriTracks, both web-based and mobile
- Access to the Automated Crime Scene Correlation functionality in VeriTracks by county-authorized personnel
- Ability to generate an unlimited number of standard reports in VeriTracks
- Development and implementation of custom reports in VeriTracks
- Unlimited location Requests from VeriTracks to BLUtag
- Upgrades and/or updates to hardware and software.
- Unlimited access to technical support 24 hours a day, 365 days per year
- On-site or online training, including initial training, follow-up training (if necessary), refresher, ACSC, and new functionality training