

AMENDED AND RESTATED AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this 6th day of August, 2019, by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Satellite Tracking of People, LLC, a Delaware limited liability company, whose address is 1212 N. Post Oak Road, Suite 100, Houston, TX 77055 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY desires to enter into this Agreement so that CONTRACTOR may provide GPS Electronic Monitoring Equipment and Services necessary to COUNTY's Probation Department, in accordance with the text of this Agreement and Appendix E of NASPO Value Point – Electronic Monitoring of Offenders (Contract #00212), attached as Exhibit A and incorporated by this reference.;

WHEREAS, CONTRACTOR has represented that it can provide COUNTY GPS Electronic Monitoring Equipment and Services in accordance with the text of this Agreement and Appendix E of NASPO Value Point – Electronic Monitoring of Offenders (Contract #00212), and CONTRACTOR is ready, willing and able to enter into this Agreement to provide such access and services;

WHEREAS, CONTRACTOR previously provided services to the County under an agreement which expired on December 31, 2018; and

WHEREAS, CONTRACTOR continued to provide services to County from the period between January 1, 2019 and May 19, 2019;

WHEREAS, COUNTY and CONTRACTOR entered into Purchasing Agreement, No. P-19-230-S (the "Purchasing Agreement"), for a total maximum compensation payable under the Original Agreement of \$99,000, effective May 19, 2019, and terminating November 19, 2019;

WHEREAS, the parties desire to enter into an agreement which would address the services provided by CONTRACTOR between January 1, 2019 and May 19, 2019, and replace, restate, and supersede the Purchasing Agreement; and

WHEREAS, this Agreement shall be retroactive to January 1, 2019, and shall replace, restate, and supersede the Purchasing Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein

1 contained, the parties hereto agree as follows:

2 1. OBLIGATIONS OF THE CONTRACTOR

3 CONTRACTOR shall provide GPS Electronic Monitoring Equipment and Services in
4 accordance with Exhibit A, which is attached and incorporated by this reference.

5 2. OBLIGATIONS OF THE COUNTY

6 COUNTY shall compensate CONTRACTOR in accordance with Section 5,
7 "COMPENSATION/INVOICING," herein.

8 3. TERM

9 The term of this Agreement shall be for a period of two (2) years, retroactively commencing on
10 January 1, 2019, through and including December 31, 2020.

11 4. TERMINATION

12 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
13 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
14 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
15 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

16 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
17 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 18 1) An illegal or improper use of funds;
- 19 2) A failure to comply with any term of this Agreement;
- 20 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 21 4) Improperly performed service.

22 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
23 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
24 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
25 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
26 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
27 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
28 any such funds upon demand.

1 C. Without Cause - Under circumstances other than those set forth above, this
2 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
3 intention to terminate to CONTRACTOR.

4 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and
5 CONTRACTOR agrees to receive compensation in accordance with the prices listed in Exhibit A.
6 CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno Probation Department.

7 In no event shall compensation paid for services performed during the first year of the term of this
8 Agreement exceed three hundred thousand dollars (\$300,000). In no event shall compensation paid for
9 services performed during the second year of the term of this Agreement exceed three hundred thousand
10 dollars (\$300,000). In no event shall compensation paid for services performed under this Agreement
11 exceed six hundred thousand dollars (\$600,000) during the term of this Agreement. All amounts previously
12 paid to CONTRACTOR between the period of January 1, 2019 and May 19, 2019, as well as all amounts
13 paid to CONTRACTOR under the Purchasing Agreement are included in this total not to exceed amount.
14 All expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne
15 by CONTRACTOR.

16 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
17 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
18 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
19 times be acting and performing as an independent contractor, and shall act in an independent capacity and
20 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
21 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
22 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
23 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
24 terms and conditions thereof.

25 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
26 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

27 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
28 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable

1 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
2 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
3 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
4 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
5 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

6 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
7 written consent of all the parties without, in any way, affecting the remainder.

8 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
9 nor their rights or duties under this Agreement without the prior written consent of the other party.

10 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
11 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
12 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
13 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
14 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
15 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
16 or corporation who may be injured or damaged by the performance, or failure to perform, of
17 CONTRACTOR, its officers, agents, or employees under this Agreement.

18 The provisions of this Section 9 shall survive termination of this Agreement.

19 10. INSURANCE

20 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
21 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
22 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
23 Joint Powers Agreement (JPA) throughout the term of the Agreement:

24 A. Commercial General Liability

25 Commercial General Liability Insurance with limits of not less than Two Million Dollars
26 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
27 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
28 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal

1 liability or any other liability insurance deemed necessary because of the nature of this contract.

2 B. Automobile Liability

3 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
4 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
5 used in connection with this Agreement.

6 C. Professional Liability

7 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
8 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

10 D. Worker's Compensation

11 A policy of Worker's Compensation insurance as may be required by the California Labor
12 Code.

13 Additional Requirements Relating to Insurance

14 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
15 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
16 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
17 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
18 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
19 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
20 a minimum of thirty (30) days advance written notice given to COUNTY.

21 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
22 employees any amounts paid by the policy of worker's compensation insurance required by this
23 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
24 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
25 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

26 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
27 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
28 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will

1 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
2 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
3 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
4 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
5 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
6 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
7 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
8 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
9 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
10 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
11 without a minimum of thirty (30) days advance, written notice given to COUNTY.

12 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
13 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
14 Agreement upon the occurrence of such event.

15 All policies shall be issued by admitted insurers licensed to do business in the State of California,
16 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
17 FSC VII or better.

18 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
19 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
20 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
21 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
22 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

23 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
24 the examination and audit of the California State Auditor for a period of three (3) years after final payment
25 under contract (Government Code Section 8546.7).

26 12. NOTICES: The persons and their addresses having authority to give and receive notices
27 under this Agreement include the following:

28 COUNTY

CONTRACTOR

COUNTY OF FRESNO
Chief Probation Officer
3333 E. American Ave, Suite B
Fresno, CA 93725

Satellite Tracking of People, LLC
Greg Utterback, Chief Development Officer
1212 N. Post Rd., Suite 100
Houston, TX 77055

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this

1 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
2 and in which one or more of its directors has a material financial interest. Members of the Board of
3 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
4 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by
5 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
6 immediately thereafter.

7 15. PRIOR SERVICES: Both parties expressly agree that the COUNTY is not waiving any
8 breaches or defaults under the Purchasing Agreement, whether known or unknown, by entering into this
9 restated Agreement.

10 16. ENTIRE AGREEMENT; PURCHASING AGREEMENT SUPERCEDED AND REPLACED:
11 This Agreement, including all exhibits hereto, constitutes the entire agreement and understanding between
12 the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes and replaces
13 all previous agreements, agreement negotiations, proposals, commitments, writings, advertisements,
14 publications, and understanding of any nature whatsoever, including, without limitation, the Purchasing
15 Agreement, which Purchasing Agreement shall be deemed null and void and of no further force and effect
16 whatsoever following the effective date of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

SATELLITE TRACKING OF PEOPLE, LLC

(Authorized Signature)

GREG UTTERBACK,
Print Name & Title

5353 W SAN HOUSTON Pkwy N Suite 190
Houston, TX 77041
Mailing Address

COUNTY OF FRESNO

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:
Fund: 0001
Subclass: 10000
ORG: 34309999
Account: 7295

APPENDIX E

**NASPO Value Point – Electronic Monitoring of Offenders
(Contract #00212)**

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Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

APPENDIX E PRICE SHEETS

Daily is defined as 12:00 AM to 11:59:59 PM. Bid pricing shall be the not to exceed pricing on a per product/service basis.

CATEGORY 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING			
Description	Qty	Unit	Daily Rate*
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service <u>Equipment/Unit (when in use):</u> (Receiver (Home Unit) - Landline Communication Connection)	1 - 100	EA	<u>\$1.50</u>
	101 - 250	EA	<u>\$1.45</u>
Body-Attached Ankle Bracelet (transmitter): Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUband</u>	251 - 500	EA	<u>\$1.50</u>
	501 - 1,500	EA	<u>\$1.50</u>
	1,501 - 3,000	EA	<u>\$1.60</u>
	3,001+	EA	<u>\$1.60</u>
With Receiver/Home Unit with Landline Connection: Product Bid: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUhome Landline</u> <u>Monitoring Service/Unit (when in use):</u>	1 - 100	EA	<u>\$0.10</u>
	101 - 250	EA	<u>\$0.10</u>
	251 - 500	EA	<u>\$0.10</u>
	501 - 1,500	EA	<u>\$0.10</u>
	1,501 - 3,000	EA	<u>\$0.10</u>
	3,001+	EA	<u>\$0.10</u>
(* Daily rate determined on a per customer basis.)			

Description	Qty	Unit	Daily Rate*
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service <u>Equipment/Unit (when in use):</u> (Receiver (Home Unit) - Cellular Communication Connection)	1 - 100	EA	\$2.30
	101 - 250	EA	\$2.15
Body-Attached Ankle Bracelet (transmitter): Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUband</u>	251 - 500	EA	\$2.30
	501 - 1,500	EA	\$2.30
	1,501 - 3,000	EA	\$2.30
	3,001+	EA	\$2.40
With Receiver/Home Unit with Cellular Communication: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUhome Cellular</u> <u>Monitoring Service/Unit (when in use):</u>	1 - 100	EA	<u>\$0.10</u>
	101 - 250	EA	<u>\$0.10</u>
	251 - 500	EA	<u>\$0.10</u>
	501 - 1,500	EA	<u>\$0.10</u>
	1,501 - 3,000	EA	<u>\$0.10</u>
	3,001+	EA	<u>\$0.10</u>
(* Daily rate determined on a per customer basis.)			

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Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Description	Unit	Unit Price
Lost/Damaged/Stolen Equipment Replacement for above RF Continuous Signaling Electronic Monitoring Equipment		
Body-Attached Ankle Bracelet Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUband</u>	EA	<u>\$50.00</u>
Receiver (Home Unit) – with Landline communication connection. Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUhome Landline</u>	EA	<u>\$250.00</u>
Receiver (Home Unit) – with Cellular communication. Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUhome Cellular</u>	EA	<u>\$250.00</u>

Description	Qty	Unit	Daily Rate*
Preferred Optional Service: Radio Frequency (RF) Random/Scheduled Tracking Service			
For Product Bid: Mfg.: <u>Starkow Truck Technologies, Inc.</u> Brand/Model: <u>Voice Biometric</u> <u>Voice Verification System</u> (Up to 5 calls per day) (*Daily rate determined on a per customer basis.)			
<u>Equipment/Unit (when in use):</u>	1 +	EA	<u>\$0.00</u>
<u>Monitoring Service/Unit (when in use):</u>	1 +	EA	<u>\$1.20</u>

Description	Order Qty	Unit	Unit Price
Preferred Optional Service: Radio Frequency (RF) Mobile (Drive By) Receiver			
For Product Bid: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUscan</u>			
<u>Equipment/Unit:</u>	1 +	EA	<u>\$1.00</u>

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Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Description
<p>Preferred Optional Service: Radio Frequency (RF) Electronic Monitoring Service – Optional Vendor Provided Offender Services</p> <p>Vendor may offer and provide Radio Frequency (RF) Monitoring Service on an optional basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide an optional Offender Funded Program shall be an additional \$4.00 per unit/day.</p> <p>Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.</p> <p style="text-align: center;">Description of Optional Services Typical Daily Charge</p> <p>1. <u>Installation/Removal services</u> <u>\$3.00/unit/day</u></p>

Description	Qty	Unit	Daily Rate*
Optional Radio Frequency (RF) Monitoring Services			
Optional Alert Notifications (Reference Specifications. 5.0)			
1. Closed-loop Notification (notify with confirmation of Officer call-back verification)	1	EA	<u>\$0.25</u>
2. Escalating notification (notify, pause for call-back verification, escalate to notify next Officer/contact, pause, continue)	1	EA	<u>\$0.25</u>
3. Identify any/all system automated capabilities	1	EA	<u>\$0.25</u>
Curfew and equipment status optional alerts reports other than by web-based system and/or email (Reference Specifications. 5.1 – 5.11)			
1. By Fax	1	EA	<u>\$0.25</u>
2. And/or by telephone	1	EA	<u>\$0.25</u>
Verbal notification made by Monitoring Center staff to agency personnel or offenders on an optional basis (Reference Specifications. 5.12). Pricing is on a "per call" basis.	1	EA	<u>\$1.25</u>

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS)) Using One-piece Body-attached Device			
Description	Qty	Unit	Daily Rate*
Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) – Active, Hybrid and Passive Mode. Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUtag</u> (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)	<u>Equipment/Unit (when in use):</u> 1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	<u>\$3.00</u> <u>\$3.00</u> <u>\$3.00</u> <u>\$3.00</u> <u>\$3.00</u> <u>\$3.00</u>
<u>Monitoring Service for Active Mode/Unit (when in use):</u>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	<u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u>
<u>Monitoring Service for Required Hybrid Mode/Unit (when in use):</u> (Reference Specifications Sections 4a.13 and 4a.16)	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	<u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u>
<u>Monitoring Service for Passive Mode/Unit (when in use):</u>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	<u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u> <u>\$0.10</u>
(*Daily rate determined on a per customer basis.)			

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Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Satellite Monitoring and Remote Tracking Service (One-Piece Body-Attached Device) – Optional Hybrid Mode. Equipment/Unit (when in use): One-piece Body-attached Device Bid: Mfg.: and Brand/Model: <u>Same as Above</u> Monitoring Service for Optional Hybrid Mode/Unit (when in use): Describe this type of service: GPS point provided to confirm home location for curfew monitoring, then additional curfew confirmation provided through necessary equipment. Also, up to three GPS location confirmations in other locations during each day. Optional on-demand GPS locates can be available. (*Daily rate determined on a per customer basis.)	Same as Above	Same as Above	Same as Above
	1 - 100	EA	\$0.05
	101 - 250	EA	\$0.05
	251 - 500	EA	\$0.05
	501 - 1,500	EA	\$0.05
	1,501 - 3,000	EA	\$0.05
	3,001+	EA	\$0.05

Description	Unit	Unit Price
Required: Lost/Damaged/Stolen Equipment Replacement for above one-piece body-attached device for Satellite Monitoring and Remote Tracking Service		
Body-attached Bracelet Device: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BL.Utag</u>	EA	\$250.00
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BL.Ubox or BL.Uhome</u>	EA	\$150.00

Description	Typical Daily Charge
Preferred Optional Service: Satellite Monitoring and Remote Tracking Service for One-piece Body-attached Device – Optional Vendor Provided Offender Services	
Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional service basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide a preferred optional Offender Funded Program shall be an additional \$5.00 per unit/day.	
Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.	
Description of Optional Services	
1. <u>Manual Voice Monitoring Center Service (up to three alert types)</u>	\$1.00/unit/ day
2. <u>Installation/Removal service</u>	\$3.00/unit/ day

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest”

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	