

**CONTRACT NUMBER: 35-21**

**SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT**

**RFQ #35-21 ELECTRONIC OFFENDER HOME MONITORING**

This Agreement is made and entered into this 14th day of September, 2021 by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Pronto Trak, Inc., (hereinafter referred to as the "Consultant" or "Contractor") under seal for all professional services called for in the Dawson County **Request for Quote #35-21 Electronic Offender Home Monitoring** and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Consultant. Consultant or Contractor herein is a firm/individual in which the County maintains a contract with for services.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

**ARTICLE 1**

**THE CONTRACT AND THE CONTRACT DOCUMENTS**

**1.1 The Contract**

1.1.1 The Contract between the Owner and the Consultant, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

**1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Document, the **Request for Quote #35-21 Electronic Offender Home Monitoring** and all addenda, all Change Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

**1.3 Entire Agreement**

1.3.1 This Contract constitutes the entire and exclusive agreement between the Owner and the Consultant with reference to the Scope of Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Consultant.

**1.4 No Privity with Others**

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Consultant.

**1.5 Intent and Interpretation**

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Consultant for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

#### **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Consultant shall have the right to keep one record set of the Contract Documents upon completion of the work; provided, however, that in no event shall Consultant use, or permit to be used, any or all of such Contract Documents on other work without the Owner's prior written authorization.

#### **1.7 Unobligated Funds**

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

### **ARTICLE II**

#### **CONTRACT DEFINITIONS**

The following terms shall have the following meanings whether in the singular or in the plural:

**2.1 *Agreement Execution.*** The Agreement Execution means the date both parties execute this Agreement.

**2.2 *Contract.*** The word contract has the identical meaning as the word Agreement.

**2.3 *Contract Documents.*** The contract documents consist of this Agreement between the County and the Consultant, the request for proposals, addenda issued before the execution of this Agreement, the Consultant's statement of proposal and required response forms, change orders and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

**2.4 *Contract Price.*** The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Consultant pursuant to a change work order or a supplemental Agreement.

**2.5 *Contract Time.*** The contract time means the period of time stated herein for completion of work.

**2.6 *Cost of Work.*** The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of work or any change work order.

**2.7 *County.*** The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

**2.8 *Deliverables.*** Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Consultant identified in the scope of work as deliverable to the County.

**2.9 *Drawings.*** The drawings, if any, shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

**2.10 *Liaison.*** Liaison means the representative of the County who shall act as a liaison between the County and the Consultant for all matters pertaining to this Agreement including review of Consultant's plans and work.

**2.11 *Multi-year Contract.*** Multi-year contract means a contract for the purchase of supplies or services for more than one (1), but not more than five (5), fiscal years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the Consultant if appropriations are not made.

**2.12 *Project.*** Project means a task or set of tasks assigned pursuant to the Scope of Work and/or a Change Work Order.

**2.13 *Specifications.*** Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

**2.14 *Sub-consultant.*** A sub-consultant means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Consultant or Consultant's sub-consultants to provide part of the work required by a change work order.

**2.15 *Change Work Order.*** A Change Work Order shall mean a written order to the Consultant executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

**2.16 *Work.*** The work shall have the meaning sets forth in paragraph 3.1. hereof.

**2.17 *Term of Agreement.*** Term of Agreement means a fixed duration that the contract will be in effect. The signing parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract or if the contract is terminated as specified herein.

### **ARTICLE III**

#### **THE WORK**

##### **3.1 Scope of Work**

**3.1.1** The Consultant shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with scope of service, amendments and the Consultants response to the RFQ document and in accordance with the with the terms of this agreement.

**3.1.2** The term "Work" shall mean whatever is done by or required of the Consultant to perform and complete its duties under this Contract, including the following: design of the whole or a designated portion of the Project; furnishing of any required insurance; provision of required certifications and documentation of associated testing results, if required in the RFQ; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Consultant, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Consultant is generally described in Exhibit "A":

### **ARTICLE IV**

## **CONTRACT TIME**

### **4.1 Time and Liquidated Damages**

4.1.1 The Consultant shall complete the work within time specified in the RFQ upon receipt of the notice to proceed.

4.1.2 The Owner reserves the right to insert a liquidated damages provision in any change work order.

### **4.2 Time is of the Essence**

4.2.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **ARTICLE V**

## **CONTRACT PRICE**

### **5.1 The Contract Price**

5.1.1 The Offender as assigned by the Court shall pay the Contractor the fee calculated in accord with "Exhibit B" and set forth in the project specified within as the Fee Proposal for RFQ.

5.2.1 The Consultant agrees that the Consultant shall not be compensated for customary overhead items that are not referenced within "Exhibit B".

## **ARTICLE VI**

## **PERSONNEL OF THE CONSULTANT**

### **6.1 Personnel**

6.1.1 The Consultant shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Consultant shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Consultant's authorized representative, who shall be authorized to receive and accept any and all communications from the Owner.

6.1.2 The Consultant hereby agrees to replace any personnel or sub-consultant at no cost or penalty to the Owner, if the Owner reasonably determines that the performance of any personnel sub-consultant is unsatisfactory.

### **6.2 Personnel, Sub-Consultants and Suppliers**

6.2.1 *Terms of Subcontracts.* All sub-contracts and purchase orders with sub-consultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the Owner against the Consultant in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the Owner and any sub-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

6.2.2 The Consultant shall remain responsible to the County for all acts, defaults, omissions or negligence of the Consultant's sub-consultants and suppliers. At the term of this Contract, the Consultant shall submit Exhibit "C" to the Purchasing Manager.

### **6.3 Notice of Personnel Changes**

6.3.1 The Consultant key personnel identified within the statement of qualifications/proposal as submitted with Consultant's Technical Proposal shall not be changed or substituted without the prior written approval of the Owner.

## **ARTICLE VII**

### **THE OWNER**

#### **7.1 Information, Services and Things Required From Owner**

7.1.1 The Owner shall furnish to the Consultant, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

#### **7.2 Right to Stop Work**

7.2.1 If the Consultant fails or refuses to perform the work in accordance with this Contract, the Owner may order the Consultant to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Consultant shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Consultant in accordance with the contract documents.

#### **7.3 Suspension and Termination**

7.3.1 If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

7.3.2 If the County lifts the suspension of performance, then the County shall notify the Consultant in writing, and the Consultant shall promptly resume performance of the work order unless the Consultant has exercised its right of termination.

#### **7.4 Indemnification**

7.4.1 To the extent permitted by law, Owner shall indemnify and hold harmless Contractor and its respective officers, directors, contractors, agents and employees, from and against any and all claims, suits, actions, proceedings, fines, penalties, losses, damages, liabilities, costs and expenses (including all reasonable attorneys' fees and actual court costs) that arise from, out of, or are caused by any negligent act or omission or any reckless or intentionally wrongful conduct of or by Contractor or its officers, directors, or employees in connection with performance of or compliance with the duties required under this Agreement.

#### **7.5 Offender Paperwork**

7.5.1 The offender shall notify the Owner of any schedule irregularities in advance, to include but not be limited to, visits with doctors and attorneys; the Owner will then be able to cross-reference any violations that have been received and determine if there was an approved reason for leaving any assigned zones.

7.5.2 The Owner shall have the offender complete proper paperwork showing his/her understanding of the operation and safety requirements of the equipment. The Owner shall maintain a copy of the information in its files and forward a copy to the Consultant. Customer shall be responsible for all losses of and damages to the equipment caused in whole or in part by the offenders.

## **ARTICLE VIII THE CONSULTANT**

8.1 The Consultant shall perform the work strictly in accordance with this Contract.

8.2 The Consultant shall supervise and direct the work using the Consultant's best skill, effort and attention. The Consultant shall be responsible to the Owner for any and all acts or omissions of the Consultant, its employees, and others engaged in the work on behalf of the Consultant.

### **8.3 Warranty**

8.3.1 The Consultant warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken. All work not conforming to these requirements may be considered defective. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

8.4 The Consultant shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

### **8.5 Indemnity**

8.5.1 The Consultant hereby agrees to indemnify and hold the County harmless to the fullest extent permitted by law from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including without limitation reasonable attorneys' fees and expenses in connection with the Consultant's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Consultant, Sub-Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) the breach by the Consultant of any material provision of this Agreement.

8.5.1.2 The Consultant shall initiate a Notice of Claim or dispute against the Owner arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice submitted to the Owner. Such written notice shall be received by the Owner no later than seven (7) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Consultant hereby agrees and acknowledges that if the Consultant fails to provide written notice of a claim as set forth herein, then such failure shall constitute a waiver of any claim for additional compensation or time extension related thereto. In claims against any person or entity indemnified under this Paragraph 8.5 by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 8.5 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE IX**

## **CONTRACT ADMINISTRATION**

### **9.1 Administration**

9.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Sheriff's Office to the County Manager. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

9.1.2 The Owner and the Consultant shall communicate with each other in the first instance through the Project Manager for the project.

9.1.3 The Owner's Representative shall be the initial reviewer of the requirements of the drawings and specifications and the judge of the performance by the Consultant.

9.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

9.1.5 The Owner's Representative will review the Consultant's Applications for Payment and will certify those amounts then due the Consultant as provided in this Contract.

9.1.6 The Owner's Representative, shall, upon request from the Consultant, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

### **9.2 Claims by the Consultant**

9.2.1 All Consultant claims shall be initiated by written notice and claim to the Owner at the attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

9.2.2 Pending final resolution of any claim of the Consultant, the Consultant shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Consultant in accordance with this Contract. The resolution of any claim under this paragraph 9.7 shall be reflected by a Change Order executed by the Owner and the Consultant.

## **ARTICLE X**

### **CHANGES IN THE WORK**

#### **10.1 Changes Permitted**

10.1.1 *County's Right to Order Changes.* The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any change order shall mean a written order to the Contractor executed by the Owner issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization. All Change Orders must be processed by the County Purchasing Manager on the issued Project Purchase Order for record.

10.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Consultant shall proceed promptly with such changes.

## **10.2 Change Order Defined**

10.2.1 Change Order shall mean a written order to the Consultant executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

## **10.3 Changes in the Contract Price**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Consultant as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Consultant's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Consultant, then as provided in Subparagraph 11.3.2 below. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

10.3.2 If no mutual agreement occurs between the Owner and the Consultant as contemplated in Subparagraph 11.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Consultant shall present, in such form and with such content as the Owner requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

# **ARTICLE XI**

## **CONTRACT TERMINATION**

### **11.1 Termination by the Consultant**

12.1.1 The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant must work to extend beyond the effective date of termination.

### **11.2 Termination by the Owner**

#### **11.2.1 *for Convenience***

11.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Consultant for convenience. The Owner shall give written notice of such termination to the Consultant specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

11.2.1.2 The Consultant shall incur no further obligations in connection with the work and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts. The Consultant shall settle the liabilities and claims arising out of the



termination of subcontracts and orders. The Owner may direct the Consultant to assign the Consultant's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

#### **11.3.2 *for Cause***

11.3.2.1 If the Consultant persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Sub-Consultants or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Consultant, without prejudice to any other right or remedy, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever methods it may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

11.3.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Consultant. If such costs exceed the unpaid balance, then the Consultant shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

11.3.2.3 In the event the employment of the Consultant is terminated by the Owner for cause pursuant to subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

## **ARTICLE XII**

### **INSURANCE**

#### **12.1 Consultant's Insurance Requirements**

12.1.1 The Consultant shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability in an amount equal to One Million (\$1,000,000.00) Dollars; Automobile Insurance in an amount equal to Five Hundred Thousand (\$500,000) Dollars; Workers' Compensation as mandated by Georgia law.

12.1.2 The Consultant shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of all Insurance as required by Paragraphs 13.1.1, 13.1.4 and 13.1.5.

12.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

12.1.4 The Consultant shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

12.1.5 The Consultant shall maintain in full force and effect at all times during the Contract period all other Professional Insurance policies as required in the RFQ document.

12.1.6 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

### **ARTICLE XIII**

#### **MISCELLANEOUS**

##### **13.1 Governing Law**

13.1.1 The parties agree that this Agreement shall be construed with and is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

##### **13.2 Successors and Assigns**

13.2.1 The Owner and Consultant bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Consultant shall not assign this Contract without written consent of the Owner.

##### **13.3 Severability**

14.3.1 The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

##### **13.4 Merger**

13.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

##### **13.5 Confidential Information**

13.5.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided.

All documents and materials prepared pursuant to the RFQ and this Contract shall, upon payment of all amounts then due to Consultant, become the property of Dawson County. The Owner shall

have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement in order to complete the Project.

### **13.6 Litigation and Arbitration**

13.6.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

### **13.7 Condition Precedent – Litigation**

13.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Consultant shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

### **13.8 Term of Agreement**

14.8.1 The term of a Contract awarded as a result of the RFQ shall be from the time the Proposal is awarded until delivery and acceptance of the work solicited by Dawson County.

### **13.9 Multi-year Contract**

13.9.1 This Contract and Agreement shall be eligible for multi-year renewal and shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract and Agreement effective date shall be January 1, 2022 – December 31, 2022 and will be eligible for two (2) one (1) year renewal options.

13.9.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

### **13.10 Notices**

13.10.1 Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

**Owner:**

**Dawson County Board of Commissioner**

**Attn: Melissa Hawk**

**25 Justice Way, Suite 2223**

**Dawsonville, GA 30534**

**Phone: 706-344-3500 ext. 42223**

**Email: mhawk@dawsoncounty.org**

**Consultant:**

**ProntoTrak, Inc.**

**Attn: Cody Page**

**106 Colony Park Drive, Suite 700**

**Cumming, GA 30040**

**Phone: 678-455-0525 ext. 129**

**Email: cpage@prontotrak.com**

**-Signature Page to Follow-**

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

**OWNER:**  
**DAWSON COUNTY, GEORGIA**

By: *David Headley*  
Name: *David Headley*  
Title: *County Mgr.*  
Date: *9-14-21*

Attest:

By: *Kristen Cloud*  
Name: *Kristen Cloud*  
Title: *County Clerk*

**CONSULTANT:**

By: *Cody Page, COO*  
Name: *Cody Page*  
Title: *COO*  
Date: *9/8/2021*

Attest:

By: *[Signature]*  
Name: *Stacy [Signature]*  
Title: \_\_\_\_\_



## **Exhibit "A"**

### **Scope of Services**

The courts shall retain complete authority for offender selection and management. The most common system used in our current contract has been the GPS tracking system.

The protocol for installations in the field will be completed on a case-by-case basis and only through court order.

The Contractor shall supply all equipment and staff necessary to effectively:

- Maintain a 24-hour, 7 days a week data center.
- Perform data entry for admittance and termination into the program.
  - Maintain all data storage and monitoring transmission data for all cases referred by Dawson County. Data entry consists of entering all required computer demographic, schedule, curfew, offender rules, notifications, actions and configuration data on each case based upon information provided by Dawson County and/or the offender.
- Report weekly to Dawson County Sheriff's Office staff, to be named during the contract phase of this solicitation, all schedules of events/violations via email or fax. Such report shall include but, not be limited to, each check in/out, tampering notification, tardiness notification, curfew checks, reset or any other occurrence monitored by the proposer.
- Maintain accounts and records of offender payments and provide direct billing and collection of fees from offenders for services wherein offenders are responsible for payment.
- Distribute and retrieve electronic monitoring equipment from offenders.
- Monitor each offender according to the program protocols established by Dawson County Sheriff's Office.
- Provide training, as necessary, to one (1) to five (5) Dawson County staff.
- Provide a location at proposer's place of business for equipment installation. The court-ordered monitoring equipment shall be installed and operational within a timeframe, established with the successful vendor at the contract phase of this solicitation. This timeframe will be based on the drive time from the Dawson County Law Enforcement Center to the contractor's place of business. Installations shall take place between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Removal of equipment may take place at the Dawson County Law Enforcement Center or the contractor's place of business.
- Provide the following services as ordered by the courts of Dawson County:
  - Remote electronic breath alcohol testing of offenders.
  - Remote transdermal alcohol testing of offenders.
  - Offender tracing using the Global Positioning System (GPS) in a passive method, in an active method, as a one piece (body worn) device.
  - Combination of the above systems in either an integrated or a non-integrated manner.
- Provide testimony and evidence in court proceedings regarding the equipment and/or data when requested.

### **Equipment & Damage**

- The successful vendor shall provide systems that shall be capable of full communications to the central computer system by standard land lines and/or cellular technology.
- The base system must maintain a continuous signaling, radio frequency-based transmitter and receiver/monitor and require no active participation by the client.

- The monitoring equipment shall be of the latest standard radio frequency "RF" technology available.
- If so ordered by the courts, the body worn device shall be lightweight and have tamper resistant features that enable the transmitter to immediately notify the monitoring center of any tamper attempt or removal from the offender's person. The transmitter must emit a signal at a minimum of one (1) every thirty (30) seconds on a continuous basis during the life of the battery and transmit a low battery warning prior to battery failure.
- The receiver monitor shall be capable of full communications to the central computer system by standard land lines and/or by cellular technology. The receiver/monitor shall have an adjustable range of receiving transmitter signals. The range shall be adjustable from a maximum of one hundred fifty (150 feet), medium of sixty-five (65) feet and short of thirty-five (35) feet. The receiver/monitor shall indicate that it is receiving the signal from the transmitter. The receiver/monitor shall be able to communicate with the central computer on battery backup for at least 48 hours. The receiver/monitor shall contain sufficient memory to capture all events that occur for at least one week, should the communications link with the central computer be disrupted.
- The equipment is to be operational and in good working order.
- The Vendor shall have the sole responsibility to maintain all equipment.
- Dawson County shall not be liable or responsible for damage or loss of equipment.

#### **Permits & Licensing**

- Successful vendor hold and maintain all licenses, permits to operate the scope of services within.
- Successful vendor must hold a valid Business License at time of contract award and a copy must be filed.

#### **Management Agent/Employees**

- The Vendor shall appoint a main point of contact, or agent, who will routinely review and inspect operations and consult with the County on current and future services.
- The Vendor's agent shall be thoroughly familiar with all aspects of the contract and shall have full authority on the Vendor's behalf in any and all matters pertaining to the contract.
- All Vendors' employees must present a neat and clean appearance while performing under this contract.
- The Vendor and their employees and/or agents shall park motor vehicles only in a place(s) designated and/or approved by the contract administrator.
- Only authorized personnel shall be allowed to be privy of the contract and its offender base. The Vendor shall limit access to those persons in their employ.

#### **Subcontracting**

- The Vendor shall not subcontract any services herein without written approval from Dawson County.

#### **Administration**

The project will be administered by the Dawson County Sheriff's Office with the Dawson County Detention Center Commander being the main point of contact during the term of the contract. The Dawson County Purchasing Department will be the main point of contact until a contract for services has been executed.

**End of Exhibit "A"**

**Exhibit "B"**

<b>SERVICE</b>	<b>RATE</b>
RADIO FREQUENCY (RF) CURFEW OR HOUSE ARREST	\$5.00
RADIO FREQUENCY (RF) CURFEW OR HOUSE ARREST - CELLULAR	\$6.75
GLOBAL POSITIONING SYSTEMS (GPS)	
ACTIVE GPS	\$10.00
PASSIVE GPS	\$10.00
CONTINUOUS TRANSDERMAL ALCOHOL TESTING (SCRAMx) WITH LAND LINE BASE	\$11.00
CONTINUOUS TRANSDERMAL ALCOHOL TESTING (SCRAMx) WITH CELLULAR BASE	\$13.00
CONTINUOUS TRANSDERMAL ALCOHOL TESTING (SCRAMx) WITH DIRECT CONNECT/ETHERNET	\$12.00
CONTINUOUS TRANSDERMAL ALCOHOL TESTING (SCRAMx) WITH (RF) CURFEW OR HOUSE ARREST W/Ethernet	\$13.00
CONTINUOUS TRANSDERMAL ALCOHOL TESTING (SCRAMx) WITH (RF) CURFEW OR HOUSE ARREST W/LAND LINE BASE	\$13.00
CONTINUOUS TRANSDERMAL ALCOHOL TESTING (SCRAMx) WITH (RF) CURFEW OR HOUSE ARREST W/CELLULAR BASE	\$13.00
REMOTE BREATH ALCOHOL TESTING	\$7.25
INSTALLATION FEE - AT PRONTO TRAK LOCATION	\$30.00
INSTALLATION FEE - IN FIELD	\$75.00
SUBSTANCE ABUSE SCREENS	
ALCOHOL BREATH ANALYSIS	\$15.00
ETHYGLUCURONIDE (ETG) ALCOHOL TEST	\$35.00
ON-SITE URINE DRUG TEST	\$25.00
LAB-BASED URINE ANALYSIS	\$35.00
HAIR SAMPLE DRUG TEST	\$75.00

**End of Exhibit "B"**



**EXHIBIT "C"**

**AFFIDAVIT OF PAYMENT OF CLAIMS**

**(SUBMIT TO THE PURCHASING MANAGER AT TME OF CONTRACT END)**

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_ appeared before me \_\_\_\_\_, a Notary

Public, in and for \_\_\_\_\_, and being by me first duly

sworn states that all employees and suppliers of labor and materials have been paid all sums

due them to date for work performed or material furnished in the performance of the contract

between:

Dawson County Board of Commissioners and \_\_\_\_\_ (Consultant),

last signed \_\_\_\_\_, 20\_\_ for the Electronic Offender Home Monitoring.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Seal)

Subscribed and sworn to before the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

My commission expires on the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

(Notary Seal)