



AGREEMENT FOR PROFESSIONAL SERVICES AND PRODUCTS

THIS AGREEMENT is entered into as of the last date signed below (hereinafter "Effective Date") by and between **Attenti US, Inc.** (hereinafter "Contractor"), a Delaware corporation with its principal place of business located at 1838 Gunn Highway, Odessa, FL, 33556 and **Sauk County Justice, Diversion, and Support** (hereinafter "Agency"), with its principal headquarters or administrative offices located at 510 Broadway Street, Baraboo, WI 53913.

The Agency desires to engage the Contractor to provide certain technical and professional services and certain products (hereinafter referred to as the "Project"); and

The Contractor wishes to provide to Agency the technical and professional services and the products constituting the Project; and

The Contractor and the Agency wish to establish a master agreement pursuant to which individual orders for products and services for the Project can be submitted by the Agency and accepted by the Contractor.

The parties agree as follows:

1. Contract Term

This Agreement shall begin on the Effective Date. The initial term of this Agreement is for one (1) year (unless terminated as provided herein) from the Effective Date ("Initial Term").

2. Contract Renewal

Following the Initial Term, this Agreement, its terms and conditions and authorized amendments shall be renewed automatically for succeeding periods of one (1) year each on each anniversary of the Effective Date, unless otherwise terminated as provided herein. Fees shall remain fixed for the first term of this Agreement. Thereafter, the Fees may be modified, upon sixty (60) written days' notice to Agency.

3. Termination

- (a) This Agreement may be terminated without cause by either party by giving written termination notice to the other party at least sixty (60) days prior to the effective date of such termination unless a shorter period is mutually agreed upon by the parties. Said notice shall be delivered by Certified Mail (return receipt requested), or in person with proof of delivery.
- (b) In the event of a breach of this Agreement by Contractor, Agency shall notify Contractor who shall in writing identify the specific breach. Upon receipt of such notice, the Contractor shall then have sixty (60) calendar days to cure said breach. In the event of a failure to cure within such period, Agency may terminate this Agreement upon twenty-four (24) hours' notice delivered as provided in this Agreement.
- (c) In the event a breach of this Agreement occurs by Agency by reason of a non-payment, then Contractor shall notify Agency who shall then have ten (10) calendar days to cure said breach. In the event of a failure to cure, Contractor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any pending orders upon twenty-four (24) hours' notice. Upon any such termination, Contractor shall have the right to immediately cease monitoring services, as described in Section 5. Agency shall immediately cease use of all products provided to it pursuant to this Agreement or any addendum.



- (d) In the event a breach of this Agreement occurs by Agency for any reason other than non-payment, Contractor shall notify Agency identifying the specific breach. Upon receipt of such notice, Agency shall then have thirty (30) calendar days to cure said breach. In the event of failure to cure within such period, Contractor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any pending orders upon twenty-four (24) hours' notice. Upon any such termination, Contractor shall have the right to immediately cease monitoring services, as described in Section 5, and Agency shall immediately cease use of all products provided to it pursuant to this Agreement or any addendum.

4. Order Procedure

- (a) During the term of this Agreement, individual orders for the products and services described in Section 5 below may be submitted from time to time by Agency to Contractor and accepted by Contractor under the terms and conditions of this Agreement.
- (b) Each Order will be subject to the terms and conditions of this Agreement. Any additional terms and conditions included in an Order will not be applicable or effective for any purpose unless such additional terms and conditions are specifically accepted by an authorized officer of Contractor as indicated by the signature of such officer on the Order.

5. Products and Services

Contractor will provide the following services pursuant to Orders submitted by Agency and accepted by Contractor hereunder:

- (a) Contractor will maintain 24-hour, 7-day per week monitoring of individuals referred by Agency ("Offenders").
- (b) Agency will be responsible for data entry and data termination. Contractor will be responsible for all data storage and transmission of monitoring data for all cases entered into the database by Agency. Data entry consists of entering all required computer demographic, curfew, Offender rules, notification actions and configuration data on each case based upon information provided by Agency. Upon an Offender's completion of the monitoring term, Contractor will archive a termination record of all transmission data during the monitoring term for the term of this Agreement.
- (c) Contractor will initiate notification of Offender's violations to authorized and identified Agency staff via established communications infrastructure.
- (d) Offender violation and equipment status information will be documented and maintained by Contractor during the term of this Agreement. Agency will have secured access to Offender data that is specifically under the supervision of said Agency.
- (e) Contractor will provide an initial, onsite, eight (8) hour training for Agency staff prior to the commencement of the monitoring program. In addition to the initial training, Contractor will provide one (1) eight (8) hour additional training session at a central location annually. Additional trainings beyond the initial training and one (1) annual training are available at the rates in Exhibit "A" Pricing Sheet.
- (f) Contractor will provide or deliver units to Agency following completion of all required training courses.



6. Compensation

Contractor shall be paid pursuant to the pricing matrix for the Contractor's devices attached hereto as Exhibit A. Payment terms are set forth in Section 8 below. Contractor will invoice Agency for the devices purchased according to the rates in Exhibit A.

7. Title; Shipping and Damage to Products

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

8. Payment Terms and Taxes

Payments shall be made to Contractor at 1838 Gunn Highway, Odessa, Florida 33556, or such other location as specified by Contractor. Contractor will issue invoices to Agency for the applicable products and service charges plus any applicable sales, use or property taxes that Contractor is required to collect and/or pay on the products or services provided to Agency hereunder. Agency shall pay to Contractor the total amount of each such invoice within thirty (30) days after the date of the invoice. Payments not made when due shall bear interest at the rate of 1.5% per month from the due date until the date paid.

9. Warranties and Limitation of Liabilities

- (a) Contractor warrants that it has the right to provide the products and services to Agency hereunder. CONTRACTOR MAKES NO OTHER WARRANTIES REGARDING THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, EXPRESSED OR IMPLIED; AND CONTRACTOR SPECIFICALLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY AND FITNESS OF ITS PRODUCTS AND SERVICES FOR A PARTICULAR PURPOSE.
- (b) CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY THAT ITS MONITORING SERVICE OR ITS SYSTEM IS IMPERVIOUS TO TAMPERING. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PROVISION, PERFORMANCE OR USE OF THE PRODUCTS OR SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT OR ANY ORDERS HEREUNDER. IN NO EVENT DOES CONTRACTOR ASSUME OR BEAR ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY OFFENDERS OR PERSONS SUBJECT TO OR USING ITS PRODUCTS.
- (c) Contractor shall not be liable for any failure or delay in performance hereunder which is due in whole or in part to any cause beyond its control.
- (d) It is understood that the responsibility for designating levels of monitoring for each Offender shall be that of the Agency. Any failure of the Agency to designate a proper level of monitoring for any Offender shall be the responsibility of the Agency.
- (e) It is understood that the Contractor relies upon the infrastructure and services of certain third parties, such as communications systems; and the system services provided by the Contractor may be subject to the latency and failure of these third-party infrastructures or services. The



Contractor does not warrant, nor is it liable for any latency or failures of these third-party infrastructures or services.

- (f) It is understood that the responsibility of Contractor ends with respect to violations upon reporting of same. The responsibility thereafter for handling the Offender shall be that of the Agency. In the event of a failure of the Agency to properly react to a report, restrict activity or otherwise fail to take action with respect to an Offender, the responsibility shall be that of the Agency.
- (g) Agency acknowledges the warranties and liabilities disclaimed in Section 9 and it is agreed that Contractor shall not be liable for the acts of Offenders while being monitored in connection with this Agreement.
- (h) IN THE EVENT A COURT OF COMPETENT JURISDICTION, MEDIATION BOARD, OR OTHER TRIBUNAL AWARDS ANY DIRECT DAMAGE AGAINST CONTRACTOR ARISING OUT OF THIS SECTION 9, OR ANY SUBSEQUENT MODIFICATIONS OR AMENDMENTS TO SECTION 9, CONTRACTOR AND AGENCY EXPRESSLY UNDERSTAND AND AGREE THAT THE AMOUNT OF ANY SUCH DAMAGE THAT CONTRACTOR SHALL BE REQUIRED TO PAY FOR ANY AND ALL CAUSES, WHETHER IN NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, REGARDLESS OF FORM OF ACTION, SHALL IN THE AGGREGATE, BE LIMITED TO THE SUMS PAID BY AGENCY TO CONTRACTOR UNDER THIS AGREEMENT.
- (i) Force Majeure. Neither Party shall be liable under this Agreement because of any failure or delay in the performance of its obligations (except for payment of money) on account of strikes, shortages, supply chain disruption, riots, fire, flood, storm, earthquake, pandemic, acts of God, hostilities or any other cause beyond its reasonable control.

10. Confidentiality

The parties acknowledge and agree that they are in a confidential relationship. The parties further acknowledge that it may, at sometime become necessary to exchange confidential and/or proprietary information. The parties agree that should it become necessary to exchange such information, each party will enter into a standard Confidentiality and Non-Disclosure Agreement prior to the exchange of said information.

- (a) Contractor understands and agrees that, because Sauk County is a party to this Agreement, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Contractor. Contractor agrees to fully comply with such laws, and to cooperate with Agency in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Agency or others upon the request of Agency. Compliance and cooperation of Contractor shall be at its sole cost and expense.

11. Other Terms and Conditions

- (a) Proprietary Property: All products and other hardware, including but not limited to replacement units, and all software provided under this Agreement shall only be serviced and/or repaired by the Contractor at Contractor's rate. Agency shall not permit products or other items provided by Contractor under this Agreement to be used by any other party or concern, except to the extent necessary for the fulfillment of the obligations of this Agreement. None of the products or items provided under this Agreement shall be used by any other service provider or third party for any other purpose including, but not limited to, monitoring services. Title to licensed software shall at all times remain with Contractor. Agency shall receive only a non-exclusive and non-transferable right and license to use any software provided under this Agreement during the term hereof.
- (b) Amendments: Any changes to this Agreement shall be in writing and signed by authorized representatives of Contractor and Agency.



- (c) Statements of Work: Shall be incorporated and attached to this Agreement from time-to-time to reflect new programs added by Agency. Contractor shall provide to Agency invoicing which specifies the name of the program.
- (d) Law Applicable: This Agreement is made under and shall be construed in accordance with the laws of the State of Wisconsin. By executing this Agreement, Contractor and Agency agree to submit themselves to the jurisdiction of the courts of the State of Wisconsin and that the venue shall be in Sauk County, Wisconsin, for all matters arising hereunder.
- (e) Copyright: Contractor is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement and all such material as well as data information is and shall remain the property of Contractor.
- (f) Scope of Agreement: This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.
- (g) Other Terms and Conditions: Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement to the extent that is possible. Preprinted terms and conditions of any purchase orders, bills of lading, invoices, receipts or other documents issued by Contractor in connection with this Agreement which are in addition to the terms and conditions of this Agreement shall be considered as incorporated herein and will remain binding. Any preprinted terms and conditions of any purchase order, bill of lading, invoice, receipt or other document issued by Agency will not be binding on Contractor and will not apply to this Agreement.
- (h) Interpretation of Agreement: Each party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of or against any party.
- (i) Entirety of Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and replaces any and all prior agreements, whether written or oral. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party.
- (j) Assignment: Agency may not assign this Agreement or any order hereunder without the prior written consent of Contractor.
- (k) Data: Contractor may make tracking and offender information available to law enforcement agencies upon request for use in crime analysis and crime investigation. Contractor may make tracking and offender data collected, used, retained and/or disclosed under this Agreement available to law enforcement and corrections agencies, but solely for law enforcement and corrections purposes, including crime scene correlation purposes.
- (l) Extra Care: In the event Contractor must provide customer service that is not covered under the device lines but necessary for successful program operations, the Contractor may invoice for extra care. This includes, but is not limited to, training and technical assistance that is beyond the scope of existing customer service.

12. Insurance

- (a) Contract shall maintain the following workers' compensation insurance:
 - Coverage A: Limits—Statutory
 - Coverage B: Employer's Liability Limits
 - Bodily Injury by Accident: \$100,000 each accident minimum



- Bodily Injury by Disease: \$100,000 each employee minimum
 - Bodily Injury by Disease: \$500,000 policy limit minimum
- (b) Contractor shall maintain Comprehensive General Liability Insurance with \$1,000,000 bodily injury and \$1,000,000 property damage
- (c) Contractor shall maintain Professional Liability Insurance with a limit of \$1,000,000 annual aggregate
- (d) Contractor shall maintain Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident
- (e) Contractor shall provide Agency with proof of insurance coverage.

IN WITNESS WHEREOF, the Contractor, and the Agency have executed this Agreement as of the last date signed below (Effective Date).

Attenti US, Inc.

1838 Gunn Highway
Odessa, Florida 33556

(813) 749-5404

By: Arnold Reese

Signature

By: Arnold Reese
Printed

Title: Vice President and General Manager

Date: 1/11/2023

Sauk County Justice, Diversion, and Support

510 Broadway Street
Baraboo, WI 53913

(608) 355-4804

By: Brent Miller

Signature

By: Brent Miller
Printed

Title: County Administrator

Date: 1/11/2023

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[Pricing Pages Follow]**



EXHIBIT A - Pricing Sheet Lease Product Pricing

| Product Description | Quantity | Daily Lease Fee |
|---|----------|-----------------|
| SCRAM™ Continuous Alcohol Monitoring Daily Rate ("CAM" Landline) | 1+ | \$8.25 |
| SCRAM™ Continuous Alcohol Monitoring - Wireless Solution ("CAM" Wireless) | 1+ | \$9.25 |

Lost, Damaged, Stolen Replacement Costs

| Product Description | Quantity | Each |
|---|----------|------------|
| SCRAM™ Continuous Alcohol Monitoring Daily Rate ("CAM" Landline) | 1 | \$550.00 |
| SCRAM™ Continuous Alcohol Monitoring - Wireless Solution ("CAM" Wireless) | 1 | \$550.00 |
| SCRAM™ Continuous Alcohol Monitoring Bracelet | 1 | \$1,250.00 |

SCRAM CAM Accessories / Consumables for Purchase

| Product Description | Quantity | Purchase Price |
|--|----------|----------------|
| CAM, Add-on Direct Connect Kit | 1+ | \$75.00 |
| Battery Faceplate Kit | 1+ | \$12.00 |
| Customer Care Kit including Direct Connect | 1+ | \$150.00 |
| Customer Field Kit | 1+ | \$55.00 |
| Strap Replacement Kit | 1+ | \$75.00 |
| Adjustable Strap Kit | 1+ | \$18.00 |
| Size 2 Strap Replacement Kit | 1+ | \$90.00 |
| Size 2 Adjustable Strap Kit | 1+ | \$36.00 |
| Tool Kit | 1+ | \$36.00 |
| Documentation Kit | 1+ | \$39.00 |
| Phone Cord Set | 1+ | \$12.00 |
| Base Station Power Supply | 1+ | \$36.00 |
| SCRAMx Two Piece Tamper Clip Set | 1+ | \$12.00 |
| Torx Screw Set | 1+ | \$6.00 |
| Add-on Torx Screwdriver | 1+ | \$4.50 |
| Add-on Shear Cutter | 1+ | \$10.00 |
| Exhaust Cap Set | 1+ | \$6.00 |
| Multi Connect AW OEM Antenna | 1+ | \$18.00 |
| Multi Connect AW Power Supply | 1+ | \$30.00 |

Payment Terms: Net 30 Days.

Spare Inventory: 10% spare inventory at no additional cost. Levels above this will be returned to Contractor if not used or allocated to new participants.

Training: Contractor will provide an initial web-based training session for Agency staff prior to the commencement of the monitoring program. In addition to the initial web-based training, Contractor will provide one (1) web-based training session annually at the request of the agency.

Additional training, if requested by the Agency beyond the initial web-based and one (1) annual web-based training is available at no additional cost. Onsite, in-person training will be charged to Agency at \$1,500.00 for one (1) onsite eight (8) hour training + travel expenses (includes lodging, car rentals, and per diem charges).

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