

CONSULTANT:	Alcohol Monitoring Systems, Inc.
CONTACT PERSON:	David Britt
ADDRESS:	1241 West Mineral Avenue
	Littleton, CO 80120
FEDERAL TAX ID NUMBER/U.B.I. NUMBER:	30-0137963 / 602 959 944
TELEPHONE/FAX NUMBER:	(720) 768-3799
COUNTY DEPT:	Snohomish County District Court
DEPT. CONTACT PERSON:	Jennifer Crossen
TELEPHONE/FAX NUMBER:	(360) 805-6781
PROJECT:	Electronic Device Monitoring Services
AMOUNT:	\$90,000.00
FUND SOURCE:	General Fund 330
CONTRACT DURATION:	November 1, 2023, through October 31, 2024
	unless extended or renewed pursuant to
	Section 2 hereof

AGREEMENT FOR SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Alcohol Monitoring Systems, Inc.(AMS) (DBA Scram Systems), a Delaware corporation, duly registered to conduct business in the state of Washington (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to define the terms under which the Contractor will provide the County with electronic device monitoring services. The scope of services is as defined in Schedule A, attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. RFP-23-054JM. RFP No. RFP-23-054JM and Contractor’s response thereto are hereby incorporated by reference.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon signature of both parties and govern services provided by the Contractor from November 1, 2023, to October 31, 2024, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to five (5) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The parties agree to ratify each party’s conduct from November 1, 2023, until the Effective Date. The County’s obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement. Time may be recorded and invoiced by the Contractor in fractional hours with increments of no less than fifteen (15) minutes.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. Contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes ☐

No ☒

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$90,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents

of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement. The parties agree that no "work made for hire" is being created pursuant to this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Jennifer Crossen
Title: Probation and Community Programs Manager
Department: Snohomish County District Court
Telephone: (360) 805-6781
Email: Jennifer.crossen@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and

otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

9. Maintenance And Repair

a. Maintenance and Repair Policy. Contingent on the County (i) paying Contractor's Service fee(s) for the Equipment; and (ii) installing the Equipment in accordance with the Contractor's instructions, for all Equipment manufactured by and ordered directly from the Contractor, the Contractor will provide all necessary maintenance and repair for such Equipment at Contractor's expense to enable it to function with the Monitoring Software in accordance with the performance parameters specified in the RFP for the specific Equipment. For any Parts manufactured by third parties and sold by Contractor, any service or repair commitment for that Part shall be solely as described in the relevant Schedule for that Part. Products returned to AMS under warranty must be returned within thirty (30) days of issuance of the RMA. The County must return damaged or defective Equipment and Products to the Contractor using the label or freight carrier information provided by the Contractor to the County at the time of RMA issuance.

b. Maintenance and Repair Policy Exclusions. The warranty provided in Section 9.a. does not cover Equipment that is not obtained from the Contractor or is defective due to the County's (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure to comply with the operating and maintenance instructions set forth in the documentation for the specific Equipment; (iii) servicing of the Equipment by anyone not authorized by the Contractor; (iv) failure by the County to obtain reasonable and necessary maintenance of the Equipment as contemplated under the Agreement; (v) use of Parts in the repair of the Equipment that have not been approved in writing by the Contractor for use in the Equipment; or (vi) use in connection with a third party product other than that as approved in writing by the Contractor.

c. Sole Remedy. Subject to section 12, in the event Contractor's Equipment of Product fails to perform in the parameters specified in the RFP for the specific Equipment, a the County's sole remedy shall be, the repair or replacement of the defective Equipment or Part by the Contractor and refund of any Service Fees paid by the County for the period that the Equipment failed to perform within standards.

d. Product Changes; Retrofit Activities. The Contractor shall have the right at any time (i) to change the design or specifications of any Equipment without notice and without obligation to make the same or any similar change on any Equipment previously purchased by Agency; and (ii) to retrofit or replace (during routine maintenance or otherwise) any Equipment to incorporate any upgrades or updates then available. However, nothing herein shall obligate the Contractor to provide the County with all new models of Equipment at no additional cost, and the

Contractor may charge a fee for Equipment model upgrades in certain circumstances including, but not limited to, a new line of products or a change in underlying technology or technological advancements requiring significant changes to an existing Equipment model. Regarding the foregoing, in any case where the Contractor charges a fee for an Equipment model upgrade, it will provide no less than six (6) months' notice to the County prior to discontinuing the sale or rental of the discontinued Equipment model. In addition, the Contractor will continue to repair the Equipment for the shorter of three years or date of termination of third-party technology services integral to the performance and functionality of the discontinued Equipment.

10. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

11. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

12. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify, defend, and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all , claims, actions, losses, costs, penalties and damages of whatsoever kind or nature resulting from Contractor's negligence or willful misconduct while performing the services and/or deliverables in accordance with the terms of this Agreement.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

13. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 13, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County’s recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers’ Compensation: To meet applicable statutory requirements for workers’ compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers’ Liability or “Stop Gap” coverage: \$1,000,000

(v) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers’ compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Contractor agrees to immediately notify the County in the event coverage is suspended, voided, cancelled or reduced.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

14. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a

certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

15. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

16. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

17. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

18. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

19. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 22 of this Agreement.

22. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon twenty (20) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 22, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

23. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County District Court
3000 Rockefeller Avenue, M/S 508
Everett, Washington 98201
Attention: Jennifer Crossen

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor: Alcohol Monitoring Systems, Inc.

1241 West Mineral Avenue
Littleton, CO 80120
Attention: David Britt

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

24. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

25. Public Records Act and General Rule 31.1. This Agreement and all public administrative records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"), and General Rule 31.1 (GR 31.1). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act and GR 31.1, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act or GR 31.1 to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or GR 31.1 or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540 and/or General Rule 31.1. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act or GR 31.1. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

26. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

27. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

28. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

29. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

30. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

31. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

32. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

33. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

34. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

Snohomish County:

Klein, Ken

Digitally signed by Klein,
Ken
Date: 2024.01.11 07:25:38
-08'00'

County Executive Ken Klein Date
Executive Director

Approved as to insurance
and indemnification provisions:

Risk Management Date

Approved as to form only:

Lyndsey Downs 12/4/23
Deputy Prosecuting Attorney Date

Alcohol Monitoring Systems, Inc.

John Hennessey 1/12/2024
John Hennessey Date
Chief Operating Officer

Approved as to form only:

Legal Counsel to the Contractor Date

COUNCIL USE ONLY

Approved 1/10/2024
ECAF # 2023-1446
MOT/ORD Motion 23-565

Schedule A Scope of Services

The Contractor shall supply the County with a comprehensive electronic monitoring system service and equipment. The monitoring system service and equipment will include alcohol, RF, GPS, handheld remote breath devices, 24/7/365 monitoring, client compliance analytics and customer service support, all as more fully described below.

1. Definitions.

a. “Active Equipment” means any Equipment unit actively using the Monitoring Software.

b. “Additional Monitoring Services” means, if Agency is purchasing such services, the additional Monitoring Services provided by AMS and as further defined on Attachment 1, at the pricing set forth in Attachment 1, Schedule B.

c. “CAM Equipment” means an ankle bracelet device that continuously monitors alcohol levels and if configured as a kit, the base station.

d. “Service Fee” as used on the Schedule(s) means the Monitoring Service fee charged by AMS to Agency per each Equipment unit, per day using the Monitoring Services.

e. “Equipment” means collectively the GPS equipment, CAM equipment, various base stations, the Remote Breath Analyzer, the Radio Frequency House Arrest bracelet, Wireless Multi-connect devices and various base stations if sold separately rather than in kit configuration.

f. “GPS Equipment” means a device that monitors Client’s geophysical location based on exclusion and inclusion zones and includes the base station if configured as a kit.

g. “House Arrest Equipment” means an electronic ankle device that monitors Client’s adherence to a home arrest curfew schedule and includes the base station if configured as a kit.

h. “Remote Breath Equipment” means a device that measures alcohol levels in the breath and may have facial recognition capabilities.

i. “SLA” means the Service Level Agreement Information document, which is attached to this Schedule as Attachment 1 and is only applicable if Agency is purchasing or renting Equipment with Additional Monitoring Services. Specific SLA protocols will be agreed to in a separate SLA document signed by the County.

j. “Wireless Base Station” means an AMS device that uses cellular transmission to connect with another device, such as a House Arrest or CAM bracelet.

k. “Wireless Multi-connect Device” means a third-party wireless device that connects multiple electronic hardware devices, such a CAM bracelet to a base station.

2. Equipment.

a. The Contractor shall provide the County with Equipment and software capable of passive and active monitoring, as well as all required tools for installation and removal of the devices. The device types include, but are not limited to:

Schedule A
Scope of Services

- (i) Radio Frequency Devices (RFD)
 - (ii) GPS Equipment Global Positioning Satellite Tracking (GPS)
 - (iii) CAM Equipment Continuous Alcohol Monitoring Devices (CAM)
 - (iv) Remote Breath Equipment Handheld Breath Devices (Breathalyzer)
- b. The Equipment provided by Contractor shall:
- (i) Be shock resistant
 - (ii) Be water and moisture-proof
 - (iii) Function reliably under normal environmental conditions
 - (iv) Contain technology that uniquely identifies the device to the individual that it is securely attached
 - (v) Be capable of being attached to the individual in a manner that efforts to tamper or remove will be detected
 - (vi) Be able to report when the device is tampered with, cut, or removed. The alert will continue until it is canceled by an authorized person
 - (vii) Detect, record, and notify Court staff for the following events:
 - Low battery
 - Battery charging
 - Communication lost
 - Lost GPS coverage
 - Zone violation
 - Curfew violation
 - Strap tamper
 - Alcohol consumption

c. The Contractor shall provide overnight delivery of all devices and Equipment upon request, and at no cost to the County.

3. General Equipment Limitations.

a. Alcohol Detection. The CAM Equipment is not designed to give immediate notification of alcohol detection.

b. Tamper Efforts. AMS makes no assurances that the any Equipment worn by a Client will detect all tamper efforts.

c. Submergence in Water or Other Liquid. Equipment is not designed for submergence in liquids. Certain Equipment can tolerate limited water exposure such as that encountered when showering.

Schedule A
Scope of Services

d. Failure by Agency to Adhere to Maintenance Schedules. AMS bears no liability for Agency's failure to adhere to Equipment maintenance notifications and/or schedules related to equipment and calibration.

4. Remote Breath Equipment Limitations.

a. Set Up. For each new client, the County is responsible for entering and updating schedules and setting up all relevant notifications, including all methods and events. The County is also responsible for establishing a program providing the necessary criteria to interpret all testing results provided by the Contractor. The Equipment is intended to be used to determine if a Client has consumed alcohol. It is a professional device designed to be used by trained County personnel in conjunction with a routine County-run equipment maintenance and calibration oversight program. Use by untrained personnel or without periodic maintenance or calibration may result in invalid results or incorrect interpretation of results.

b. Breath Test Results. The Contractor will not analyze or interpret testing results, reporting histories, or provide an opinion as to whether the Client has consumed alcohol. The concentration of alcohol in the blood of the Client cannot be exactly determined by using a breath alcohol-screening device. Blood alcohol concentration depends on a number of variables including, but not limited to, the amount of alcohol consumed, the rate at which it was consumed, body size, age, physical health and the rate of which the Client metabolizes alcohol. No vehicle or machinery should ever be operated after alcohol consumption, regardless of the breath test result as even small quantities of alcohol can result in driving impairment.

c. Other Limitations. The SCRAM Remote Breath Equipment is not waterproof and should not be immersed in or exposed in any way to liquids. Equipment damaged by Clients or by exposure to water will not be repaired and is subject to the lost/damaged Equipment unit replacement fee.

5. Monitoring Services.

a. The Contractor shall provide Monitoring Services, which will include:

(i) GPS, radio frequency and alcohol monitoring devices that attach to the individual's ankle and adjust to accommodate the individual wearing the device.

(ii) GPS, radio frequency and handheld breath devices that track, record, and store the location data and consistently report information to the Court through the computer software

(iii) GPS devices providing notice to the individual both audibly and through a vibration that alerts when the battery is low.

(iv) Alcohol monitoring devices that wirelessly connect with a base station or device located in the individual's home to store information

b. Contractor's monitoring system shall meet, or exceed, the following requirements:

(i) Be web-based (cloud).

Schedule A
Scope of Services

(ii) Allow multiple approved court users simultaneous access to web based monitoring site.

(iii) Categorize individuals based on their court, judge, supervision type, and charge.

(iv) List all individuals and be able to refine the population by category.

(v) Allow court personnel to program and prioritize violations.

(vi) Provide program notifications for each violation and individual.

(vii) Produce reports on violations, noting type, location, and reason why it is a violation.

(viii) Maintain all information securely in their web-based system per Washington state records retention based on RCW 40.14.010 and GR 31.1. Information must include:

- Client's name
- Device worn
- Length of time device on
- Any and all alerts received
- Any form of notification provided by the contractor to the court.

c. The Contractor shall provide monitoring devices and software of the latest design and model in good repair

d. The Contractor shall provide customer service support, including technical support and court staff training, as outlined in Contractor's RFP-23-054JM Response and this Agreement.

6. Additional Monitoring Services - 24/7 Requirements.

The Contractor will provide additional Monitoring Services when requested by the County through a SLA document, which must be completed for each Client. Each SLA will specify, among other things, the type, description, and price of the Monitoring Services to be provided. Any modifications of the terms of the SLA shall be made solely in writing and mutually executed by the parties and any other attempt to modify the terms of the SLA shall be void. The Contractor is not liable for:

a. The actions or inactions of the County or its employees, contractors and agents that result in delay or error in the Services

b. Failure to report Client non-compliant activities to appropriate supervising authorities when potential bond, parole or probation violations have occurred

c. Inaccurate information provided or input into the Monitoring Software, including Client or other contact information, GPS inclusion/exclusion zone set up and offender schedule information and associated protocols.

Schedule A
Scope of Services

7. Wireless Equipment and Network Limitations. The Contractor provides a choice of data network providers as a part of its Services for the Wireless Multi-connect Device and other Equipment. The Contractor accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when a data network that is supporting the Equipment is not available. Wireless Multi-connect Devices do not provide caller location or caller identification.

8. Additional Services.

The Contractor shall provide the following additional services:

a. Training. AMS will provide Agency personnel with training in the use of the Products. Any such training will be at no charge to Agency.

b. RB Associated Consumables. AMS will provide one (1) calibration kit for each order with a quantity of 25 Remote Breath Equipment units.

c. Consumables. AMS electronic monitoring devices require the use of certain consumable items for proper operation. Consumables are provided at no additional charge up to the amount of the customer's normal expected usage for a particular product, usually based on monitored days. Consumables in excess of normal expected usage are available for purchase. A complete listing of consumables for AMS electronic monitoring devices, including current purchase price, is located under that Help tab in SCRAMnet. In addition, AMS offers for sale certain accessories that assist customers in their normal operations. A complete listing of accessories available for purchase, including current purchase prices, is located under the Help tab in SCRAMnet.

Consumable Calculation Example:

90 CAM units on for a 30 day/monthly period

Results in 2700 monitored days

Using a normal expected usage of 90 days for battery/faceplate kits

Allocated 30 battery faceplate kits for the month.

d. The Contractor shall also provide Expert Court Testifying Services, as required. Testify as needed under subpoena or notification from Court staff for legal hearings which may include:

- District Courts
- Superior Courts
- Federal Courts
- Administrative Judicial Hearings

9. Mobile Applications.

a. TouchPoint.

(i) Overview. TouchPoint is an AMS proprietary mobile application designed for use by Clients who are using AMS or other electronic monitoring devices under the Agency's supervision. AMS will provide the Agency with TouchPoint training. Clients will download TouchPoint to their cell phone and upon first use agree to the TouchPoint Mobile Application Terms and Conditions of User. The Agency will provide TouchPoint training to the Clients.

Schedule A
Scope of Services

b. Ally.

(i) Overview. The Ally Mobile Application is an AMS proprietary mobile application designed for Victim notification used to alert a Victim when a Client wearing an AMS GPS Bracelet is in geographic proximity of the Victim's phone. AMS will provide the Agency with Ally Mobile Application training. Victims will download the Ally Mobile Application to their cell phone and upon first use agree to the Ally Mobile application terms and Conditions of Use. The Agency will provide Ally Mobile Application training to the Victim. The alert geographic boundary is set by the Agency in the Monitoring Software. The Client must be on a 1x1 rate plan if they are paired with a Victim. The term "Victim" means a person who is a participant in a victim notification program managed by Customer and who is authorized by Customer to download and activate the Ally Mobile Application on his/her personal mobile device so that the Victim can receive alerts related to the Client based on parameters set up by Customer in the Monitoring Software.

(ii) Required Actions by Customer, Client and Victim:

It is understood and agreed by the parties that the Ally Mobile Application is to be used as a part of a written victim notification program managed by Customer whereby the Client is enrolled in a GPS monitoring program requiring the wearing of a SCRAM GPS Ankle Monitor Bracelet.

The Ally Mobile Application is not a substitute for the Victim remaining vigilant to protect his/her personal safety and cannot be relied upon as the sole means of maintaining the Victim's personal safety. Each Victim must comply is all respects with the detailed requirements listed in the Ally Mobile Application Terms and Conditions which are available via a link in the Ally Mobile Application. In addition, the timely receipt and/or accuracy of alerts from the Ally Mobile Applications are dependent upon: (i) the Victim's full compliance with the requirements of the Ally Mobile Application Terms and Conditions; (ii) full compliance of the Client with the requirements of his/her GPS location monitoring program, including but not limited to, the Client not tampering with or removing his/her device; (iii) the proper set up and maintenance in the Monitoring Software by Customer of all zones, schedules and victim information for the relevant Client; and (iv) the Client's SCRAM GPS Ankle Monitor Bracelet being "active" so that notifications can be sent to the Ally Mobile Application. Customer shall be solely responsible for the management and supervision of any Client, Victims or Customer personnel using the Monitoring Software. In addition, Customer is solely responsible for (i) the development of a Victim notification program, (ii) the maintenance of a separately contracted GPS monitoring program requiring the wearing by Clients of SCRAM GPS Ankle Monitor Bracelets, (iii) the selection and implementation of the Victim enrollment process, (iv) the set up and maintenance of the monitoring and notification options available in the Monitoring Software (including maintenance of all zones, schedules and victim information) and (v) the training of Victims in the set up and use of the Ally Mobile Application. AMS is not responsible or liable for Customer's failure to properly fulfill its

Schedule A
Scope of Services

foregoing responsibilities. AMS IS NOT RESPONSIBLE OR LIABLE TO CUSTOMER, CLIENT OR VICTIM IF THE ALLY MOBILE APPLICATION DOES NOT PROVIDE TIMELY OR ACCURATE NOTIFICATIONS OR ALERTS DUE TO A FAILURE OF CUSTOMER, CLIENT OR VICTIM TO COMPLY WITH ANY OF THE FOREGOING.

10. County Responsibilities.

The County will:

- a. Install Equipment as trained by the Contractor.
- b. Maintain current training for all county employees using the monitoring devices.
- c. Notify the Contractor of any lost or damaged Equipment.

Schedule B
Compensation

EQUIPMENT AND SERVICE PRICING:

1. Purchased Equipment.

Equipment Type	Quantity	Price per Unit	Monitoring Fee per Unit, per Day
CAM w/ Landline Base Station	1 +	\$1511.43	\$4.58
CAM w/ Base Station and Ethernet	1+	\$1511.43	\$5.13
CAM w/ Wireless Base Station	1 +	\$1803.63	\$5.66
CAM/HA Landline Base Station Stand Alone	1+	\$402.92	NA
CAM/HA Wireless Base Station Stand Alone	1+	\$633.85	\$1.09
Remote Breath	1 +	\$676.11	\$2.71
GPS Bracelet	1 +	\$599.84	\$2.48
GPS Beacon	1 +	\$417.47	\$0.63
GPS On-body Charger	1 +	\$130.10	NA
House Arrest w/ Landline Base Station	1 +	\$600.48	\$1.31
House Arrest w/ Base Station and Ethernet	1+	\$600.48	\$1.83
House Arrest w/ Wireless Base Station	1 +	\$896.74	\$2.38

2. Rental Equipment Price.

Equipment Type	Qty	Daily Rental Equipment Fee per Unit, per Day	Daily Service Fee per Unit, per Day	Total Daily Rental per Unit, per Day	Shelf Fee
CAM w/ Landline Base Station (Daily Rental)	1 +	\$1.77	\$4.58	\$6.35	\$2.24
CAM w/ Base Station and Ethernet (E-Daily Rental)	1 +	\$2.26	\$5.13	\$7.39	\$2.24

Schedule B
Compensation

CAM w/ Wireless Base Station (C-Daily Rental)	1 +	\$1.89	\$5.66	\$7.55	\$2.24
Remote Breath Kit	1 +	\$0.89	\$2.71	\$3.60	\$0.97
GPS Bracelet	1 +	\$0.77	\$2.48	\$3.25	\$0.97
GPS Beacon	1 +	NA	\$0.50	\$0.50	\$1.16
House Arrest w/ Landline Base Station (Daily Rental)	1 +	\$0.48	\$1.31	\$1.79	\$0.86
House Arrest w/ Base Station and Ethernet (E-Daily Rental)	1 +	\$0.49	\$1.83	\$2.32	\$0.86
House Arrest w/ Wireless Base Station (C-Daily Rental)	1 +	\$0.62	\$2.38	\$3.00	\$0.86

Note 1: If purchasing/renting the Wireless Base Station kitted with CAM or HA Equipment, the Service Fee will be invoiced at the amount for CAM or HA Kit listed above, plus the Service Fee amount listed above for the CAM or HA Wireless Base station as if it were purchased/rented as a standalone unit. The same concept applies to Daily Rental GPS Beacons.

Note 2: Rental Equipment price changes are based on tier levels are calculated on the number of Active Equipment rental units, not total number rented.

3. Additional Service Fees.

a. Training. AMS will provide Agency personnel with training in the use of the Products. Any such training will be at no charge to Agency.

b. Ethernet Communication. \$0.55 per Equipment unit, per day

c. RB Calibration Fee. AMS will calibrate Remote Breath Equipment for a charge of \$50 per Equipment unit.

d. Consumables. AMS electronic monitoring devices require the use of certain consumable items for proper operation. Consumables are provided at no additional charge up to the amount of the customer's normal expected usage for a particular product, usually based on monitored days. Consumables in excess of normal expected usage are available for purchase. A complete listing of consumables for AMS electronic monitoring devices, including current purchase price, is located under that Help tab in SCRAMnet. In addition, AMS offers for sale certain accessories that assist customers in their normal operations. A complete listing of accessories available for purchase, including current purchase prices, is located under the Help tab in SCRAMnet.

Consumable Calculation Example:

90 CAM units on for a 30 day/monthly period

Results in 2700 monitored days

Using a normal expected usage of 90 days for battery/faceplate kits

Schedule B
Compensation

Allocated 30 battery faceplate kits for the month.

4. Mobile Application Fees.

a. TouchPoint Price/Billing.

(i) Price, TouchPoint Client Users wearing AMS Equipment. \$0.00

(ii) Price, TouchPoint Client Users not wearing AMS Equipment. \$0.50
per TouchPoint Client User, per day when active

b. Ally Price/Billing.

(i) Price. \$1.00 per day, per Victim per Ally user.

5. Shelf Fee, Shelf Allowance; Loss & Damage Allowance, Lost & Damage Fee.

a. Shelf Fee. A Shelf Fee is only charged if there is an amount in the Rental Equipment Fee column in the table above and there is a Shelf Allowance percentage listed below.

b. Shelf Allowance. 30%

c. Loss and Damage Allowance. 5%

d. Loss and Damage Fee. The replacement fee for Rental Equipment lost or damage beyond repair will be the purchase price, per unit, listed above or as follows:

(i) CAM Bracelet. \$1,200.00

(ii) Wireless Base Station. \$473.00

(iii) GPS Bracelet. \$600.00

(iv) GPS Beacon. \$430.00

(v) Remote Breath Device. \$699.00

(vi) House Arrest Bracelet. \$200.00

For Parts, it will be the current replacement cost from the manufacturer.

GPS refurbishment fee will be \$365.50 for those units that can be repaired.

6. Special Fees: Court Testifying Services.

a. Video/telephonic testimony. \$0.00

b. On-site, first instance. \$0.00

c. On-site, subsequent instances. \$1,500.00/day

Attachment 1
Monitoring Service Level Agreement
INFORMATION

1 OVERVIEW

The following information details the alert and notification protocols that AMS will provide to Agency for those Clients using Equipment that requires Additional Monitoring Services and is incorporated by reference into the Product and Services Schedule to the Master Agency Agreement between the parties.

1.1 SERVICES

- 1.1.1 **Additional Monitoring Services.** AMS will provide Additional Monitoring Services on a 24/7, 365 day basis. The Monitoring Services are provided by AMS and not a third party. Services generally consist of outbound calls made by AMS to Probation Officers, law enforcement or Clients, telephone calling or customized Monitoring Services based on alert protocol specifications entered into the Monitoring Software.
- 1.1.2 **Contact Information and Monitoring Service Level Agreement Form.** Agency will contract AMS to configure the Monitoring Software to maintain all alert protocols and contact information.
- 1.1.3 **Alert Protocols.** Agency will contact AMS to set up alert protocols that will be documented in a separate SLA for each Customer.
- 1.1.4 **Alert Response Time.** AMS will respond to outbound alerts within 30 minutes of receiving notification of alert and will follow the protocols as configured for Agency.
- 1.1.5 **Recording.** The Monitoring Software will record inbound and outbound requests made by telephone. For quality purposes AMS will provide individual recordings of the telephone transactions upon written request.
- 1.1.6 **Reporting.** Upon written request, AMS will provide Agency with the following information:
- Number of alerts received for a specific period of time
 - Average time to respond to alerts
 - Results/notes of calls

1.2 PRICE AND PAYMENT. Additional Monitoring Service standard fees are identified on Schedule A hereto, but will be formally agreed to in the SLA, and will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency the payment terms set forth in the Agreement from the date of such invoice and the remedies under the Agreement shall apply to any non-payment.

Attachment 1
Monitoring Service Level Agreement
ADDITIONAL MONITORING SERVICE FEES

SERVICE LEVEL CHOSEN: _____

SERVICE APPLICABLE PRODUCT(s): Check the box for the Product(s) you are purchasing the Additional Services for.

CAM ☐ **REMOTE BREATH** ☐ **HOUSE ARREST** ☐ **GPS** ☐

ADDITIONAL MONITORING SERVICES	CAM	REMOTE BREATH, HOUSE ARREST, GPS (Per Day, Per Client)
Standard (Included in Services Fee)		
<ul style="list-style-type: none"> • 24/7/365 monitoring services • Online training and certifications • Automated alert notifications delivered via text, email or page • Daily summary reports • 24/7 alert generation and analysis 	No Additional Charge	No Additional Charge
Premier		
<ul style="list-style-type: none"> • Standard, plus: • High priority alert investigation/ handling/ resolution • Manual outbound officer and offender calls • Closed loop documentation of alert handling/ resolution (1-3 calls per alert) 	Not Available	\$1.10
Premier Plus		
<ul style="list-style-type: none"> • Premier, plus: • Outbound offender and officer calls based on defined protocols and escalation procedures per SLA • Escalated alert notifications to officers and/or supervisors (e.g. highest authority for notification) (>3 calls per alert) 	Not Available	\$1.35/day/Client
Customized Services		
For data entry, schedule changes, on-site training, operational assessments, agency and court reporting packages	Priced for each service in the SLA	Priced for each service in the SLA