

COUNTY OF TULARE
SERVICES AGREEMENT
AGREEMENT FOR GPS SERVICES

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THIS AGREEMENT ("Agreement") is entered into as of June 11, 2024 between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and TELETRAC NAVMAN US LTD. ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. COUNTY and CONTRACTOR desire to enter into this Agreement, effective July 1, 2024 to June 30, 2025, pursuant to which the CONTRACTOR is to provide GPS Equipment and Monitoring Services as specified in the Scope of Work.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of July 1, 2024 and expires at 11:59 PM on June 30, 2025 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement. The agreement may be extended for two (2), one (1) year periods by mutual consent of the parties."
2. **SERVICES:** CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibit A "Scope of Work"**
3. **PAYMENT FOR SERVICES:** As consideration for the services provided by CONTRACTOR hereunder, COUNTY shall pay CONTRACTOR in accordance with the attached **Exhibit B "Pricing"**
4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**
5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
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7. **NOTICES:** (a). Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
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COUNTY:

GENERAL SERVICES AGENCY
2637 W. Burrel Avenue, Suite 200
Visalia, CA 93291

Phone No.: 559-205-1100

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

TELETRAC NAVMAN US LTD.
2700 Patriot Boulevard, Suite 200
Glenview, IL 60026

Phone No.: 714-934-8786

Cell No.: 714-658-6384

Email: Carlos.Reyes@teletracnavman.com

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

10. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TELETRAC NAVMAN US LTD.

Date: 5/23/2024

By Jeffrey Trainer
Print Name Jeffrey Trainer
Title Vice president of Sales

Date: 5/22/2024

By RICARDO STEFANATO BURANELLO
Print Name Ricardo Buranello
Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 6/11/2024

By [Signature]
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare



By [Signature]
Deputy Clerk

Approved as to Form
COUNTY COUNSEL

By Patrick Beck
Deputy

Matter # 2024617

Exhibit A
Scope of Work

County of Tulare- Teletrac Navman Scope of Work

Ability to:

- Track vehicle location - 1-minute updates
- Provide accurate odometer readings and have them integrated into FHO
- Ability to run Route replays
- Schedule and track maintenance
- Run applicable reports: Scheduled or Ad Hoc
- Monitor and run preventative maintenance notifications
- Integrate with TN360 ACM
- Monitor seat belt usage (Sheriff and Probation) Access Technical Support 24X7X365
Mileage/DTC readings to push to Tulare County
- API available

Installation of Teletrac Navman Units:

For add on orders, Teletrac Navman US Ltd. will contact the customer to set up a time to complete the installation of all telematics devices. Installation will be done at a time and location that is convenient for both the customer and the Teletrac Navman installer. Units will be installed upon request throughout the term of the contract.

Additional Requirements and / or Conditions:

The County of Tulare agrees to provide access to all the vehicles they wish to track so that the Teletrac Navman installers can install the units in a timely manner.

Contacts Sales/add-ons:

Senior Strategic Account Executive, Paul Stamas, paul.stamas@teletracnavman.com 978-870-8209 (direct)

Customer Success Specialist: Carlos Reyes, carlos.reyes@teletracnavman.com 714-934-8786(direct)

Platinum Technical Support: 646-502-9843 us.platinumsupport@teletracnavman.com
24X7X365

**Exhibit B
Pricing**

County of Tulare- Teletrac Navman

County of Tulare Pricing

\$21.95 per vehicle / per month

- The pricing listed above includes all items listed on the SOW
- Director Professional edition Qube300 or VT101 with a V-Pod connection to the OBDII port or a J-Pod connection to the J-Bus
- TN360 ACM
- Connect Integration with FHO to provide odometer readings.

County of Tulare Pricing including seat belt monitoring

\$26.95 per vehicle/ per month

(Sheriff/Probation using solution now)

- The pricing listed above includes all items listed on the SOW
- Director Professional edition
- Qube300 with a V-Pod connection to the OBDII port or a J-Pod connection to the J-Bus
TN360 ACM
- Integration with FHO to provide odometer readings Monitoring of seat belt use (includes the IO and service)

County of Tulare Pricing ATS

\$11 per vehicle/ per month

- The pricing listed above includes 12-hour heartbeat and motion activated locates
- Director Professional edition
- ATS 301 battery powered self-install tracker
- TN360 ACM

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Amendment (Telet rac Navman U.S. Ltd. and Vontier)	fcc1763f-cff9-4822-95eb-30d9fd0c7ef7

Contracts signed by:

Ricardo Buranello

Signer ID: 2854e7f9-c27c-4cfd-ae0f-2dd319305ec0
Email: ricardo.buranello@telet racnavman.com

Date / Time: May 22, 2024 at 3:58 PM EDT
IP Address: 76.244.174.162
User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/125.0.0.0 Safari/537.36 Edg/125.0.0.0

Jeffrey Trainer

Signer ID: 87f5b648-7200-4d88-8908-b3d03a9c13e3
Email: jeffrey.trainer@telet racnavman.com

Date / Time: May 23, 2024 at 10:21 PM EDT
IP Address: 174.205.49.87
User Agent: Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/125.0.0.0 Mobile Safari/537.36 EdgA/125.0.0.0