

**NAPA COUNTY AGREEMENT NO. 200078B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 200078B is made and entered into as of this 1st day of July, 2024 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Satellite Tracking of People LLC, whose mailing address is 5353 W. Sam Houston Parkway N, Houston, Texas, 77041, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on August 1, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No 200078B (the "Agreement"), under which CONTRACTOR agreed to provide juvenile and adult electronic monitoring for the Probation and Corrections departments; and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term of the Agreement an additional one year; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 200078B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on July 1, 2019, and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. On and after the effective date of this Amendment No. 1 of the Agreement, all references in the Agreement to Exhibit "A" and Exhibit "B" shall mean Exhibit "A-1" and Exhibit "B-1." attached to Amendment No. 1.
5. Except as provided in (1)-(2) above, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement 200078B was executed by the parties hereto as of the date first above written.

SATELLITE TRACKING OF PEOPLE, LLC

By: 

KEVIN ELDER, President

By: 

CRAIG PHILLIPS, Chief Financial Officer



“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By: _____
JOELLE GALLAGHER, Chair
Board of Supervisors

“COUNTY”


<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By:  Deputy County Counsel</p> <p>Date: July 3, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A-1"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

1. The contractor must appoint a project manager, or liaison, at no additional cost. The project manager will be the primary point-of-contact for the scheduling of on-site visits, coordination of training, and for complaint resolution.
2. The contractor shall only propose equipment that represents the latest technology the contractor has to offer.
3. The contractor shall provide revised equipment as it becomes available, at no additional cost.
4. The contractor shall only propose and provide equipment that has been properly registered and certified under the Federal Communication Commission "FCC" Rules and Regulations, as applicable. The applicable FCC Identification numbers, for all equipment, must be submitted with the proposal.
5. Equipment must be under warranty and there must be a maintenance agreement. The contractor must include warranty and maintenance agreement information in its response.
6. Contractor must be able to ship equipment within three (3) business days of request. Contractor must also be able to ship equipment overnight in emergency cases.
7. The contractor's proposed daily unit price must include a minimum 20% spare level and the cost of shipping equipment from the vendor to the agency and from the agency back to the contractor.
8. Contractor must supply a reasonable amount of consumables, such as straps and batteries, at no additional charge.
9. Contractor must disclose all monitoring system failures for the proposed system that meet the following criteria:
 - Occurred during the last two (2) years;
 - That had a duration of two or more hours;
 - The system was unavailable to customers to access for monitoring, enrollment, schedule adjustment or other similar editing / modification;
 - Disclosure of known or reported effective tampering methods that have, or will decrease system signals and/or accuracy; AND
 - Disclosure of system failures will include: Date, Duration, Customer Impact (% of active monitoring devices affected), Reason for Outage, and Corrective Action Taken.
10. If proposed system has been in service less than two (2) years, provide all indicated information for proposed system as well as for the previous system used.
11. Certification on all hardware, software and monitoring center operations is highly desirable.
12. Initial training and, as necessary, refresher training for agency staff, at COUNTY site(s), as well as necessary training and reference materials included in contract

- price.
13. No portion of this contract shall be subcontracted out by the selected vendor including, but not limited to: monitoring equipment, operation of central monitoring computer, to include redundant systems, and customer support.

I. Requirements for Radio Frequency (RF) Monitoring

A. General System Requirements

The system must detect and report the following events:

- i. Missed calls from the receiver; AND
- ii. Equipment malfunctions.

B. Transmitter Requirements

- i. The size of the transmitter must meet current industry standards.
- ii. The transmitter must be lightweight.
- iii. The transmitter must be easily installed on the client after minimal training of the Probation and Corrections department personnel.
- iv. The transmitter case must be sealed and be both shock and water-resistant, and function reliably under normal atmospheric and human environmental conditions.
- v. Attachment strap must be easily replaced in a controlled or field environment.
- vi. The transmitter and strap must have dual tamper resistant features that will enable the transmitter to immediately notify the monitoring center (when in range) of any attempt to tamper with or remove the transmitter from the client's ankle. This would include severing the strap or removal of the transmitter without severing the strap.
- vii. The transmitter must emit a low battery signal to the receiver/monitor.

C. Home Unit Requirements

- i. The receiver/monitor shall be easily installed, after minimal training of the installer, and not require any permanent mounting.
- ii. The receiver/monitor must be able to communicate with the host computer on battery backup in the event of an AC power loss, for a period of at least 24 hours.
- iii. The receiver/monitor must date/time stamp and transmit the following data (when phone line is available):
 - When the transmitter enters the base station's range.
 - When the transmitter leaves the base station's range after a preset time interval that is adjustable to at least two minutes.
 - Failure to return to the residence after a scheduled absence.
 - Unauthorized absence from the residence.
 - When tampering by severing the transmitter strap, removal of the transmitter without severing the strap, or when attempts to open the home unit casing are detected. If a tamper occurs while out of range of the base station, then the tamper alert signal shall be reported when the client enters the range of the base station.
 - Loss and/or restoration of the home's AC power.
 - Loss and/or restoration of the home's telephone service (the phone

service loss must be reported as soon as the telephone line is restored, to include the actual time of the service loss).

- Low transmitter battery.
- iv. In the event the communication link with the central computer system is disrupted, the receiver/monitor must contain an internal clock and sufficient memory to continue to log events for at least one week.
- v. The base station must include an audible alarm and a Light Emitting Diode "LED" indicator that can be enabled to alert the client when they are going out of range.

D. Monitoring Requirements

Vendor must provide actual coverage plots for Napa County including the rural areas (e.g. Lake Berryessa).

II. Requirements for GPS Tracking:

A. General Requirements

The vendor's GPS tracking system must record a client's location 24 hours per day, 7 days per week. The system must consist of a continuous-signaling, radio-frequency transmitter, a portable GPS tracking unit, and a base station.

B. Home Unit Requirements

Home unit requirements for GPS include all items listed for RF home unit requirements. Additionally, the home unit must date/time stamp and transmit docking and undocking of the tracking unit.

C. Portable GPS Tracking Unit Requirements

- i. The tracking unit must be able to detect and report if the client attempts to tamper with the tracking unit case.
- ii. The tracking unit must report a transmitter tamper and low transmitter battery promptly when detected.
- iii. The tracking unit must include an indicator of the tracking unit's battery charge.
- iv. The tracking unit must not display the incoming caller's phone number.
- v. The client shall not be able to make personal outgoing calls with the tracking unit.

III. Alcohol Testing Requirements

The COUNTY requires alcohol testing either by breath analysis, transdermal alcohol testing, or other industry standard.

- i. Unit must be easily installed by COUNTY after minimal training.
- ii. Unit must utilize mechanisms that detect attempts by the client to defeat the unit by supplying a breath sample other than their own. The unit must also include tamper detection features.
- iii. Unit must allow the tests to be administered in a variety of methods:
 - Randomly, as generated by the computer within a time window specified by COUNTY;
 - "On-demand," as directed by the COUNTY via web-software interface;
 - At the office or client home by COUNTY staff.

- iv. The transdermal unit must detect and report alcohol events over a 0.00 transdermal alcohol concentration threshold.

IV. Monitoring Center Requirements

- i. The central monitoring computer system must include an uninterruptible power supply and a generator to supply secondary power in the event of an extended power outage.
- ii. The central monitoring computer must be backed up in real-time to local redundant servers and to redundant servers located at least 500 miles away.
- iii. Vendor must allow for unlimited calls from equipment to vendor's monitoring computer to upload/download data.
- iv. Monitoring services are to be provided by the vendor 24 hours a day, 7 days a week, for all participants.
- v. Vendor shall provide services associated with monitoring and reporting client activities of all clients to include:
 - Data Maintenance & Retention** – Vendor shall maintain and retain all data compiled during a client's term of home detention, including enrollment, curfew/schedule modification, equipment assignment and configuration, violations, equipment status, and termination data.
 - Violation Notification** –The COUNTY will specify which events shall require violation notification. Vendor shall offer customizable methods and parameters of violation notification and shall accommodate changes at the COUNTY, officer, and client levels. Methods for notification shall include immediate, next day, next business day, email, text to cell, and fax.
- vi. Vendor shall provide a secure monitoring center and facility, which has staff physically present at all times. The Vendor shall describe the physical security of the monitoring center facility.

V. Monitoring System Software Requirements

The electronic monitoring (RF & GPS) tracking system software must be web-based. The GPS tracking software must be a web-based application, accessible from any web-enabled computer. The vendor must provide each officer a login ID and security password. Access to the tracking system software must allow for:

- i. Enrolling and deleting clients from the system.
- ii. Entering and editing of client information including schedules and zones for GPS.
- iii. Entering numerous schedules and zones (GPS) per client.
- iv. Viewing event histories.
- v. Viewing and processing violations / alerts.
- vi. Viewing, printing, and downloading of all scheduled and "on demand" reports in a standard format (Word, Excel, PDF).
- vii. Create GPS zones that can:
 - o Be designated as inclusion, exclusion or buffer zone.
 - o Be created in any custom shape (not limited to standard shapes such as circles).

- Buffer zones must allow for increased monitoring / tracking of client.
- viii. When creating or viewing zones, COUNTY staff must be able to view multiple map views, to include a standard map view and a satellite map view.
- ix. If staff does not provide an address when creating a zone, the software should provide an address when the staff clicks on the map. The software should also have the ability to provide an address based on the latitude and longitude of collected GPS points.
- x. Available reports must include a mapping report that includes the time, speed, direction, latitude, longitude, number of satellites, and address of each GPS data point collected for a client. COUNTY personnel must be able to zoom in and out, fast-forward, and rewind when viewing the report, and be able to print the report.
- xi. Available reports must include a report for a single alert that includes a map (if the alert is a zone violation), the client's zones and schedules, and any comments associated with that alert. COUNTY personnel must be able to print all reports.
- xii. The software must allow COUNTY personnel to request, on-demand, the current tracking information of any tracking unit, regardless of active or passive status. This request will cause the tracking unit to send its current location information to the central monitoring computer. The software must then provide a map to display the location.

VI. *Customer Service / Support*

- i. The vendor must provide customer support, which is available, toll-free, 24 hours per day, 365 days per year.
- ii. Vendor must provide detailed information regarding the status of alerts and client location.
- iii. In the event that agency personnel do not have a web-enabled computer available, customer support shall also include client status checks and necessary updates to events schedule (COUNTY personnel will normally have access to a web-enabled computer).
- iv. When agency personnel call the vendor's customer support number, the call must be answered directly by a human customer support representative. Customer service representatives should be trained and certified for the equipment and systems for which they provide support.

EXHIBIT “B-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

I. CONTRACTOR shall provide the following devices to COUNTY providing the services at the following rates:

Equipment	Per client, Per day Price
BLUtag (one-piece GPS device)	\$2.95
BLUband/BLUhome (RF monitoring device providing traditional RF technology - landline)	\$1.60
BLU+/BLUbox (RF monitoring device with customizable GPS location capability) or BLUband/BLUhome cellular	\$2.20
BLUscan (optional mobile monitoring unit)	\$0.00 up to 15 units \$0.50 per day per unit for units exceeding 15
SoberTrack (breath alcohol monitoring unit)	\$3.60
SCRAM (transdermal alcohol monitoring unit)	\$6.70
Monitoring Center service (technicians receive designated event notifications and manage them by following the County’s protocols)	\$0.00 (Included in equipment price)
BLUtag Mobile Charger (optional; this is a purchase, not a lease)	\$75.00 each
BLUtag Multiple Device Charging Station (optional; this is a purchase, not a lease) – charges 10 BLUtag devices at one time	\$275.00 each, Above the two stations included in the BLUtag price

CONTRACTOR’s per diem pricing includes all of the following:

- One BLUtag, BLU+ or BLUband device securely attached around the client’s ankle and in use
- One SoberTrak or SCRAM unit installed in the client’s home or around the client’s ankle and in use
- Use of BLUbox with BLU+ and use of BLUhome (digital/landline or cellular) with BLUband
- Optional use of BLUbox or BLUhome with BLUtag to expand BLUtag’s monitoring capability in impaired environments
- One BLUscan unit per supervising officer up to 15 units
- BLUtag charging coupler (either the standard version or the one for cars, which plugs into the cigarette lighter outlet)
- Two BLUtag Multiple Device Charging Stations
- Monitoring Center service, where technicians receive event notifications and manage the events by following the protocols for each type of event the County provides
- Unlimited consumables for the BLUtag, BLU+ and BLUband (e.g. straps, strap clips, bridge clips, etc.)
- Unlimited consumables for SoberTrak’s and SCRAM (e.g. straws, straps, etc.)

- One GPS/RF Officer Kit with all necessary tools (two-piece strap cutting kit, strap cutters and bridge clip removal tool) at the rate of one per supervising officer
- 20 percent on-site inventory of spare equipment not currently installed on clients (or the negotiated percentage or number of devices)
- Maintenance, repair and/or replacement on all equipment
- Lifetime warranty and no-questions-asked return policy on all equipment
- Shipping to and from all COUNTY locations
- Proactive Customer Assistance, if the Court chooses to use it
- Unlimited reporting from BLU-tag, BLU+ and BLUhome to VeriTracks
- Unlimited reporting from SoberTrak™ and SCRAM to their respective monitoring application
- Unlimited access to VeriTracks, our secure and reliable web-based monitoring application
- Unlimited access to the SoberTrak™ and SCRAM monitoring applications
- Unlimited notifications distributed by VeriTracks to the designated recipient(s) by email, fax or text message
- Access to the Automated Crime Scene Correlation functionality in VeriTracks by County-authorized personnel (i.e. supervising officers and/or local law enforcement personnel)
- Ability to generate an unlimited number of standard reports in VeriTracks
- Development and implementation of custom reports in VeriTracks
- Unlimited Location Request from VeriTracks to BLUtag and BLU+
- Upgrades and/or updates to GPS and RF hardware and software
- Unlimited access to technical support 24 hours a day, 365 days per year
- On-site or online training, including initial training, follow-up training (if necessary), refresher, ACSC and new functionality training
- STOP's Training institute, an annual workshop for customers to interact with each other and STOP personnel, share best practices, participate in intensive training on the effective use of our monitoring system and learn about upcoming system upgrades and updates.

II. COUNTY agrees to reimburse CONTRACTOR for damaged/lost/stolen devices and accessories at the following rates:

Equipment	Per unit Replacement Price
BLUtag (one-piece GPS device)	\$250.00
BLUband/BLUhome (RF monitoring device providing traditional RF technology)	\$150.00 BLUband \$250.00 BLUhome
BLU+/BLUbox (RF monitoring device with customizable GPS location capability)	\$250.00 BLU+ \$150.00 BLUbox
BLUScan (optional mobile monitoring unit)	\$250.00
SoberTrack (breath alcohol monitoring unit)	\$500.00
SCRAM (transdermal alcohol monitoring unit)	\$1,200.00 bracelet \$300.00 base station