NAPA COUNTY AGREEMENT NO. 270056B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Buddi US, LLC whose address is 2536 Countryside Blvd, Suite 400 Clearwater, FL 33763, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to provide juvenile and adult electronic monitoring for the Probation and Corrections department.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to PROB032601.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant's proposal or statement of qualifications.

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the

Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2029 unless terminated earlier in accordance with this Article. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

2.4.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant at the unit prices set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of One Hundred Five Thousand Dollars ($105,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month, in arrears for services provided, to the Probation Administration Manager who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent Consultant is providing the services of a "design professional" as defined in California Civil Code section 2782, County acknowledges that Consultant's obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

6.1.1 Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY	CONSULTANT
Napa County Probation Department	Kyle Chapin
Probation Administration Manger	Buddi US, LLC
555 Gateway Drive	2536 Countryside Blvd. Suite 400
Napa CA 94558	Clearwater FL 33763

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant’s proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party’s performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Consultant shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

Buddi US, LLC

By ______________________________

Kyle Chapin, Vice President, Operations

Buddi US, LLC

By Ashley Sells-Nociti

Ashley Sells-Nociti, Operations Admin Assistant

NAPA COUNTY, a political subdivision of the State of California

By______________________________

Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Douglas Parker (via e-sign)* Deputy County Counsel	Date: ________________ Processed By:	By: ______________________
Date: July 9, 2026	______________________ Deputy Clerk of the Board	

EXHIBIT A
SCOPE OF SERVICES

I. Description of Services

Consultant shall provide juvenile and adult electronic monitoring in accordance with Consultant's proposal to RFP Number PROB032601, which is hereby incorporated into this Exhibit as *Attachment A* by reference.

Consultant shall provide the County with the following services as part of its overall agreement to provide the County with electronic monitoring services:

A. The Consultant 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, assisting with inventory logistics, required reporting, and related duties, as well as complaint resolution.

B. The Consultant shall only propose equipment that represents the latest technology it has to offer.

C. The Consultant shall provide revised equipment as it becomes available, at no additional cost.

D. The Consultant 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.

E. Equipment must be under warranty and there must be a maintenance agreement. The Consultant must include warranty and maintenance agreement information in its response.

F. The Consultant must be able to ship equipment within three (3) business days of request. The consultant must also be able to ship equipment overnight in emergency cases.

G. The Consultant's daily unit price must include a minimum 25% spare level and the cost of shipping equipment from the Consultant to the agency and from the agency back to the Consultant.

H. The Consultant must supply a reasonable number of consumables, such as straps and batteries, at no additional charge.

I. The Consultant must replace damaged, lost or stolen equipment at no cost to the County.

J. The Consultant shall disclose all monitoring system failures for the proposed system that meet the following criteria:

- Occurred during the last two (2) years
- 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
- Disclosure of system failures, to include: Date, Duration, Customer Impact (% of active monitoring devices affected), Reason for Outage, and Corrective Action Taken.

K. If Consultant's system has been in service less than two (2) years, provide required information for both the proposed system as well as for the previous system used.

L. Certification on all hardware, software, and monitoring center operations is highly desirable.

M. The Consultant must provide initial training and refresher training as requested for agency staff at County Department site(s), as well as necessary training and reference materials. The cost of these items shall be included in contract price.

N. Consultant software must have the ability to customize responses and interventions for participants on electronic monitoring to meet community safety needs for clients assessed as high-risk.

O. No portion of this contract shall be subcontracted out by the Consultant, including, but not limited to: monitoring equipment, operation of central monitoring computer(s), to include redundant systems, and customer support.

P. The Consultant will provide swift response times to equipment problems, such as interruptions in service, and notifications to County that problems have been resolved. Notifications shall include the dates and times that service problems began and ended and proposals to rectify problems and prevent recurrence. Such notices must be provided by the next business day following an interruption.

Requirements for Monitoring Tracking Device

<u>One-Piece Device Requirements:</u>

A. Equipment will incorporate global positioning system (GPS), radio frequency (RF), cellular, and Wi-Fi technologies, and field verification base units. Wearable devices will include tamper-resistant features, violation alerts, long battery lives with convenient charging options, and customizable monitoring and reporting schedules.

B. The tracking device must record a person's location 24 hours per day, 7 days per week using global positioning system (GPS), radio frequency (RF), cellular, and Wi-Fi technologies. An optional home base unit shall be available for RF supervision.

C. The tracking device must have sufficient onboard intelligence to calculate its position and know its compliance status. The device itself must immediately alert the participant of any violation, including zone violation and low battery, and automatically initiate contact with the system to download the data. All notifications must be immediately submitted to the County as determined in established protocols.

D. The device must recognize and correct or provide notifications on any system errors.

E. The device must be able to detect and report if the participant attempts to tamper with the device.

F. The device must report possible tamper and low battery alerts immediately when detected.

G. The device must be lightweight and durable.

H. The device battery must be rechargeable and provide at least 36 hours of operation on a full charge.

I. The device must be waterproof (not just water resistant) to a depth of 25 feet.

J. The device must be able to collect GPS points at minimum every minute when in normal function and have the ability to increase point collections to every 15 seconds during zone violations, or if in a pursuit function.

K. The Consultant must provide actual coverage plots for the County including the rural areas of Lake Berryessa, Pope Valley, Rutherford, Deer Park, Carneros, and Angwin.

<u>Optional Wrist-Worn GPS Device (Non-Mandatory)</u>

Wrist-worn devices should include the following capabilities:

A. Provide location tracking utilizing stand-alone GPS technology that can fully function without the assistance of another device such as a cellular phone.

B. Sufficient onboard intelligence to calculate its position and know its compliance status. The device itself must immediately alert the participant of any violation(s), including zone violations, low battery alerts, and automatically initiate contact with the Consultant's data system to download the data. All notifications must be immediately submitted to the County as determined by the established protocols.

C. The device must recognize, correct, and provide notifications on any system errors.

D. The device must be able to detect and report if the participant attempts to tamper with the device.

E. The device must report any possible tamper and low battery alerts when detected.

F. The device to be waterproof to a depth of 25 feet.

G. Cellular data communication utilizing the LTE network with an alternate means of communication utilizing secure wi-fi networks.

H. Ability to monitor inclusion and exclusion zones.

I. Internal battery that powers the device for a minimum of 24 hours.

J. The device must not be removed from wrist in order to charge the battery.

K. The device must be lightweight and durable.

L. The device must have tamper detection that can generate alerts if the device is removed (e.g., strap has been compromised).

M. The County is able to communicate by voice calls and/or text messages to the participant through the device.

The device must be able to collect GPS points at minimum every minute when in normal function and have the ability to increase point collections to every 15 seconds during zone violations, or if in a pursuit function.

Minimum Requirement for Web-Based Software

A. The Consultant shall provide and maintain a robust web-based software system capable of receiving, storing, and disseminating data generated by the monitoring equipment. The software must be accessible from any web-enabled computer or cellular device.

B. The Consultant shall provide County staff with credentials to log in to the website.

C. The website shall have the following capabilities:

   1. Enrolling and archiving clients in the system.

   2. Enter and edit client information, including zones and schedules.

   3. Entering numerous schedules and zones per client.

4. View most recent and past GPS points and be able to easily determine direction of travel when points are in motion.
5. Ability to activate a pursuit function to obtain increased and consistent data points over a period of time.
6. View and process violations/alerts.
7. View event histories.
8. View and print a variety of reports, such as activity summaries, charging history, alerts by type, participant schedules, violation notifications, and device history in various formats (i.e., Microsoft Word, Microsoft Excel, PDF).
9. Easily manage agency inventory of equipment.
10. There must be a mobile access option, allowing 'in the field supervision' of tracking devices from a cellular device that is either web-based or an industry standard application. The webpage or application must allow the cellular device to view enrollee information, GPS data points, direction of travel, any violations, charging information, and schedules.
11. Create GPS zones that can:
    a. Be designated as inclusion, exclusion, or buffer zones.
    b. Be created in any custom shape (not limited to standard shapes such as circles or squares).
    c. Allow for increased monitoring/tracking of clients in buffer zones.
12. 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.
13. For zones created without an address, the software should provide an address when the staff clicks on the map. The software should also have ability to provide an address based on the latitude and longitude of collected GPS points.
14. 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.
15. 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.

16. 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.
17. The system must have the ability to send and record violation notifications sent by phone call, text, and email.
18. A crime report option should be available, allowing County staff to check a specific location with date and time to identify if any devices were in or around the identified area.
19. County personnel must be able to print all reports.
20. 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.
21. The system must have the ability to send and record violation notifications sent by phone call, text, and email.
22. A crime report option should be available, allowing County staff to check a specific location with date and time to identify if any devices were in or around the identified area.

Web Presence and Accessibility

Any web presence, including websites created, maintained, or administered for the provision of services will require approval from Napa County Information Technology Services (ITS).

A. Consultant shall ensure that any reports, and any deliverable to the Consultant be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under § 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the County's Web Content Accessibility Standards. Specifically, Consultant shall ensure that all websites, mobile applications, and digital content or services provided under this Agreement comply with the latest version of the U.S. Department of Justice’s rule on Website and Mobile Application Accessibility, which currently requires conformance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

B. Consultant shall supply when requested by County documentation to evaluate current conformance with federal Web Content Accessibility Guidelines which may include, but is not limited to, a Voluntary Product Accessibility Template (VPAT).

C. Consultant shall supply when requested by County documentation to evaluate website security which may include, but is not limited to a Soc 2 Type 2, or ISO 27001.

D. Consultant required to submit a either a SOC 2 Type 2 or ISO 27001 security document, and a Voluntary Product Accessibility Template (VPAT) document upon request from the County.

Monitoring Center Requirements

A. 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.

B. 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.

C. Consultant must allow for unlimited calls from equipment to Consultant’s monitoring computer to upload/download data.

D. Monitoring services are to be provided by the Consultant 24 hours a day, seven days a week, for all participants.

E. Consultant shall provide services associated with monitoring and reporting client activities of all clients to include:

1. **<u>Data Maintenance & Retention</u>** – Consultant shall maintain, retain, and be able to provide a report on all data (e.g., individual-level data and aggregate data) compiled during a client’s term of monitoring/supervision, including enrollment,

curfew/schedule modification, equipment assignment and configuration, violations, equipment status, and termination.

2. **Violation Notification** –The County department will specify which events shall require violation notification. Consultant shall offer customizable methods and parameters of violation notification and shall accommodate changes and customization at the Department, officer, and client levels. Methods for notification shall include immediate, next day, next business day, email, phone, text to cell, and fax. In addition to contacting the Department, Consultant shall have the ability to contact the County's Dispatch. Consultant shall provide a secure monitoring center and facility, which always has staff physically present. The Consultant shall describe the physical security of the monitoring center facility.

Alcohol Testing Requirements

The County requires a device that can conduct transdermal alcohol testing. A secondary device that can conduct alcohol breath detection will be considered an additional option.

A. The alcohol testing device must be easily installed by County personnel after minimal training.

B. The device must utilize mechanisms that detect attempts by the client to defeat or tamper with the unit.

C. The unit must allow the tests to be administered in a variety of ways:

1. Randomly, as generated by the computer within a time window specified by the County;
2. "On-demand", as directed by the County via web-software interface; and
3. At the office or client home by County staff.

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

Customer Service/Support

A. Consultant must provide customer support toll-free, 24 hours per day, 365 days per year.

B. Consultant must provide detailed information regarding the status of alerts and client location.

C. In the event that Consultant 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).

D. When County personnel call the Consultant's customer support number, the call must be answered directly by a human customer support representative. Customer service representatives shall be trained and certified for the equipment and systems for which they provide support.

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EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County shall pay Consultant in accordance with the fee schedule set forth in Consultant's proposal to RFP Number PROB032601, which is hereby incorporated into this Exhibit as *Attachment B* by reference.

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EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

If any insurance required by this Agreement is written on a Claims-Made Basis, the policy shall provide coverage for all claims arising out of the performance of services under his Agreement, provided that the retroactive date is prior to or coincides with the effective date of this Agreement and is maintained without interruption. The Contractor shall maintain such claims-made coverage continuously during the term of the Agreement and for a period of not less than five (5) years following completion of services or termination of his Agreement, whichever occurs later. If the policy is canceled, non-renewed or replaced during this period, the Contractor shall obtain and maintain an extended reporting period endorsement ("tail coverage') or replacement coverage with the terms and conditions providing substantially equivalent protection. The Contractor shall provide evidence of the continued coverage or extended reporting period upon request by the County. Coverage shall not be amended to reduce the scope of coverage, limits of liability, or materially alter the terms without at least thirty days prior written notice to the County.

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.