### Sierra County
#### Board of Supervisors’
**Agenda Transmittal & Record of Proceedings**

<table>
<thead>
<tr>
<th>MEETING DATE:</th>
<th>October 15, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE OF AGENDA ITEM:</td>
<td>Regular ☐ Timed ☐ Consent ☒</td>
</tr>
<tr>
<td>DEPARTMENT:</td>
<td>Probation Department</td>
</tr>
<tr>
<td>APPROVING PARTY:</td>
<td>Jeff Bosworth</td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
<td>530-289-3277</td>
</tr>
</tbody>
</table>

**AGENDA ITEM:** Addendum to Satellite Tracking of People (STOP) contract number 2012-107 to provide alcohol monitoring.

**SUPPORTIVE DOCUMENTS ATTACHED:** ☒ Memo ☐ Resolution ☒ Agreement ☐ Other

See attached memo.

**BACKGROUND INFORMATION:**

- **FUNDING SOURCE:** SB 678 & AB 109
- **GENERAL FUND IMPACT:** No General Fund Impact
- **OTHER FUND:**
  - **AMOUNT:** $ N/A

<table>
<thead>
<tr>
<th>ARE ADDITIONAL PERSONNEL REQUIRED?</th>
<th>IS THIS ITEM ALLOCATED IN THE BUDGET?</th>
<th>IS A BUDGET TRANSFER REQUIRED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes, -- --</td>
<td>☐ Yes ☒ No</td>
<td>☐ Yes ☒ No</td>
</tr>
<tr>
<td>☒ No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SPACE BELOW FOR CLERK’S USE**

**BOARD ACTION:**
- ☐ Approved
- ☐ Approved as amended
- ☐ Adopted
- ☐ Adopted as amended
- ☐ Denied
- ☐ Other
- ☐ No Action Taken
- ☐ Set public hearing
  - For: __________________
- ☐ Direction to: ______________
- ☐ Referred to: ______________
- ☐ Continued to: ______________
- ☐ Authorization given to:
  - ______________

Resolution 2019- _____________
Agreement 2019- _____________
Ordinance _____________

**Vote:**
- Ayes: __________________
- Noes: ______________
- Abstain: ______________
- Absent: ______________
- ☐ By Consensus

**COMMENTS:**

<table>
<thead>
<tr>
<th>CLERK TO THE BOARD</th>
<th>DATE</th>
</tr>
</thead>
</table>
To: Board of Supervisors  
From: Jeffrey D. Bosworth  
Date: October 15, 2019  
Subject: Amended Contract for Alcohol Monitoring  

The Probation Department holds two contracts for services that are a “pay as you go.” In other words, there is no cost unless we are actively using their devices. They are as follows:

1. Satellite Tracking of People (STOP) for electronic monitoring  
2. Sentinel for alcohol monitoring

The Probation Department has been using STOP for several years and we are quite pleased with their products (both in terms of quality and price) and customer service. Recently they have developed a hand held alcohol testing device that is similar to the one provided by Sentinel. STOP allowed us to test their device and the results were good. An additional benefit is that the software monitoring system STOP uses is very similar to the one they use for their electronic monitoring. The difference in price is negligible (STOP is cheaper by about $1 a day).

For these and other reasons, the Probation Department is requesting that the Board approve the contract addendum with STOP in order to use their alcohol monitoring system. We believe it will not only increase efficiency, but also be more convenient if both services are provided by the same company.

I do not believe it is necessary to terminate the contract with Sentinel at present. Again, there is no cost unless we actively are using their product. If this works out with STOP, and we have every reason to expect that it will, we would allow the contract with Sentinel to expire on its own.
DATE: September 23, 2019

CUSTOMER NAME: Sierra County Probation, 100 Courthouse Square 2nd Floor, Downieville, CA 95936

GPS-enabled, Mobile Breath Alcohol Testing Unit: Pricing for SoberTrack will be $4.10 per unit per day for active units. Lessor will allow up to 10% of the respective units to be held in inventory by Lessee/Customer at no charge. Units in excess of 10% of the monthly active unit average will be billed at $1.00 per day per device.

SoberTrack Special Conditions

1. It is understood that SoberTrack is used on specialized cases and not a replacement for any other STOP products.
2. Replacement costs for the SoberTrack unit is $500.00, and the replacement cost for the charging coupler for SoberTrack is $25.00.

Insurance Costs: In lieu of Customer paying for all lost/damaged units, Customer may elect below to Purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% Of the average daily units billed during the preceding twelve (12) months. Any lost or damaged Units above this amount will be billed in accordance with the Replacement Cost above. Election for Insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units. Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated All other terms and conditions of the original Agreement dated September 4, 2013 remain in full force and effect.

Insurance Cost $0.50 per day per device

ELECTING INSURANCE COVERAGE (MUST CHECK ONE): __Yes __No
In witness whereof, each of the parties has executed this Agreement as of the date and year first set forth herein.

Lessor: Satellite Tracking of People LLC
Name: Greg Utterback
Title: Chief Development Officer
Address: 5353 West Sam Houston Parkway North, Suite 190
         Houston, Texas 77041
Telephone: (832) 553-9502

Signature: _____________________________

Lessee/Customer: _____________________________

Entity Name: _____________________________
Contact Name: _____________________________
Title: _____________________________
Address: _____________________________
Contact Tel: _____________________________
Contact Email: _____________________________
Signature: _____________________________
LEASE AGREEMENT

This Lease Agreement is made on the 4th day of September 2012 by and between SATELLITE TRACKING OF PEOPLE LLC ("Lessor") and County of Sierra, operating by and through the Sierra County Probation Department ("Lessee").

In consideration of the mutual promises contained herein and the receipt of other good and valuable considerations, the parties agree as follows:

Scope of Work:
- Lessor desires to have the ability to utilize electronically monitor services on certain individuals, utilizing the equipment and services provided by Lessor, all as generally described in Lessor's promotional material set out on Satellite Tracking of People LLC's website, http://www.stopclic.com.
- Lessor agrees to lease to Lessee the equipment and services as set forth in Exhibit A, as Lessee may from time to time request. Each request by Lessee for lease of equipment shall be memorialized by a separate order that is dated and showing the quantity and description of the equipment then requested.
- Title to all leased equipment shall remain with Lessor. Lessee is not purchasing any of the equipment set forth in Exhibit A. Instead, such equipment is being leased by Lessee solely for its use in the United States to assist in tracking the location of designated individuals (referred to herein as "Individuals").
- Lessee will promptly return all leased equipment to Lessor upon expiration of the lease term in its original condition, reasonable wear and tear excepted.

Agreement Term and Renewal: This Agreement shall begin on the Effective Date defined above and shall continue for the period of one (1) years, during which time Lessor provides the services set forth in Exhibit A, unless terminated or renewed as provided herein ("Initial Term"). Following the Initial Term, this Agreement, its terms and conditions and authorized amendments will renew automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date unless otherwise terminated as provided herein; provided however that either party will have a right to terminate this agreement for any reason by providing the other party with notice of the termination 60 days prior to the effective date of any such termination.

Payment: Lessor will provide Lessee with monthly invoices based on the quantity and types of equipment then being leased to Lessee, which invoices shall be in accordance with the unit pricing set out in Exhibit A. Lessor invoices are due and payable in full fifteen business days following presentation to Lessee. Lessee is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder.

Shipping: Unless otherwise agree to by Lessor, shipping of equipment will be done in accordance with Lessor's standard shipping terms of 2nd day delivery processed the day following receipt of the order. Lessor will pay shipping costs for faulty equipment returned for repair and/or replacement.

Lessee's Obligations: In addition to any obligations and responsibilities otherwise noted herein, Lessee understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) has complete authority and responsibility for the selection, management and administration of individuals, including but not limited to monitoring, (b) designating the monitoring level for all individuals monitored with the leased equipment, (c) identifying and making available Lessee staff during the term of this Agreement, (d) establish alert notification protocols and parameters.

Proprietary Property: Title to any Intellectual Property, leased equipment, including its replacements, and all components of such equipment and replacements, including any software, shall not pass to Lessee as a result of this Agreement. Leased equipment may only be serviced and/or repaired by Lessor. As an attribute of the equipment lease and for only so long as such lease is not terminated or expired, Lessor grants to Lessee a personal, non-exclusive, and non-transferable license under certain U.S. Patents and other intellectual property rights, hereinafter "INTELLECTUAL PROPERTY," that Lessor has the right to license, such INTELLECTUAL PROPERTY pertaining to the leased equipment, including any software. This license shall only extend to Lessee's use of the leased equipment as specified herein and for no other purpose. This license shall also extend only to that equipment whose lease from Lessor has not terminated or expired. Notwithstanding any provision herein to the contrary, this license shall not be assignable or transferable by Lessee. In consideration of this license and as a requirement of the lease, Lessee agrees that it will not decompose, disassemble or otherwise reverse engineer the leased equipment, including any software, or cause or allow others to do so. Lessee will not modify, or cause or allow others, to modify the leased equipment and software, without the prior written consent of Lessor.

Non-Infringement of Intellectual Property: Lessor warrants that neither the products, processes, computer software, software modules, media, documentation and any other materials provided to Lessee under this Agreement will infringe or constitute an infringement of any U.S. copyright, U.S. patent, U.S. trademark, trade secret or any other proprietary right of a third party. Should any such items become the subject of an infringement claim or suit, Lessor may obtain for Lessee the right to continue using such items or may replace or modify them to make them non-infringing. If Lessor, in its sole discretion, does not believe that either of these alternatives is reasonable, Lessor may require Lessee to stop using such items. Lessor acknowledges that in the event that Lessor elects to require Lessee to stop using such items, Lessee will require a reasonable amount of time to procure adequate replacement. Lessor shall inform Lessee of said requirement in writing, and Lessee shall cease all infringing use within sixty (60) days. Lessor further agrees to indemnify, defend and hold Lessee harmless, as to any liability, claim, demand, litigation, loss and expenses (including without limitation reasonable defense costs and attorneys fees) based on an alleged infringement of any U.S. patent, trademark, copyright, or other right arising from or pertaining to use of the leased equipment and products, processes, computer software, software modules, media, documentation or any other materials provided to Lessee under this Agreement.

Lessor Initials [Signature]
Lessee Initials [Signature]
This duty to indemnify and defend shall include, but not be limited to, any infringement that occurs or is alleged to occur within sixty (60) days of a notice provided by Lessor pursuant to this section of a requirement to stop using potentially infringing items.

Nondisclosure: The parties hereto agree to protect all confidential proprietary information provided by one party to the other, and not to publish or disclose the other's party’s information to any third party without the other's written permission. The term proprietary information means confidential materials, documents, data and other information which Lessor or Lessee has designated or marked as proprietary and confidential. Neither Lessor nor Lessee will be required to protect proprietary information, which is or becomes publicly available, (other than as a result of a breach of this Agreement), is independently developed by such party outside the scope of this Agreement, or is rightfully obtained from third parties.

Warranties, Disclaimers and Indemnification: Lessee is entitled to any warranties on leased equipment provided by the manufacturer of such equipment and which can be assigned to Lessee. Lessee acknowledges that neither the equipment nor services provided herein shall prevent, and that neither is it intended to prevent, any individual from committing any harmful, tortuous, or illegal acts. Lessee further acknowledges that it may be possible for an individual to remove the equipment by unauthorized means, and that Lessor expressly disclaims any liability for any harmful, tortuous, or illegal acts committed by the individual. In no event does Lessor assume or bear any responsibility or liability for acts that may be committed by third Parties or persons subject to or using products or services. The parties hereto shall not be liable for any failure or delay in performance hereunder which is due to Force Majeure. For purposes of this Section, Force Majeure shall mean any event beyond the reasonable control of the parties, including, without limitation, fire, flood, riots, strikes, epidemics, war (declared or undeclared and including the continuance, expansion or new outbreak of any war or conflict now in existence), embargoes and governmental actions or decrees.

Notwithstanding anything to the contrary in this Agreement, Lessor will reimburse Lessee for reasonable costs from a final judgment in a court of law ruling the damage was proximately caused by Lessor's equipment. To the extent permitted by California law, Lessee shall indemnify, defend and hold harmless Lessor for matters that involve designating levels of monitoring for each Individual resulting in any claim, injury, loss, damage or expense from third parties arising out of willful and intentional acts of individuals who are designated for monitoring using the leased equipment.

Miscellaneous Provisions: Continued Performance: When this Agreement terminates, both Parties will continue to comply with all of the terms of this Agreement which call for performance prior or subsequent to the termination date, including their respective obligations to protect confidential information. Breach and Non-payment Termination: in the event a breach of this Agreement occurs by either party, including non-payment, then the non-breaching party shall notify the breaching party, who shall then have fifteen (15) calendar days to cure said breach. In the event of a failure to cure, non-breaching party, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement upon twenty-four (24) hours notice. The occurrence of any of the following events shall constitute an Event of Default or Breach under this Agreement: (i) Either Party fails to comply with any other term, condition or covenant contained in this Agreement and does not cure that failure as specified herein; (ii) A petition in bankruptcy is filed by or against either Party or a receiver or trustee of any property of either Party is appointed; (iii) Either Party is dissolved, liquidated or terminated, or either Party ceases its ongoing business operations, sales activity of Support Services, without prior written consent of the other Party; (iv) The passage of any legislation which would impair or jeopardize the ability of Lessor to maintain Lessor's proprietary rights in the Intellectual Property for the products and services covered by this Agreement. Statute of Limitations: the parties hereby agree that the statute of limitations for any action for fault hereunder by either Party, including for breach of warranty or indemnity, shall be one (1) year after a cause of action accrues. Conflict of Laws: This Agreement shall be governed, interpreted and construed under the laws of the State of California. No Third Party Beneficiaries: This Agreement is intended for the exclusive benefit of Lessor, Lessee and their permitted affiliates and assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. Successors: this Agreement shall be binding upon the respective successors, affiliates and assigns of the parties. Modifications and Waivers: if either party waives or modifies any term or condition of this Agreement, this will not void, waive or change any other term or condition. If either party waives a default by the other, this will not waive future or other defaults. If any part of this Agreement, for any reason is declared to be invalid. The remainder of this Agreement shall continue in effect as if the Agreement has been entered without the invalid portion. Entire Agreement: This Agreement sets forth the full understanding between the parties and may only be changed in writing, duly executed by both Parties. Acknowledgement: The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.
Exhibit A attached is made a part of this Agreement as if fully included in the text.

In witness whereof, each of the parties has executed this Agreement as of the date and year first set forth herein.

Lessor:
Satellite Tracking Of People LLC
Name: Craig Utterback
Title: Chief Development Officer
Signature: [Signature]

Lessee:
Entity Name: Sierra County
Contact Name: Jeff Bosworth, Chief Probation Officer
Address: PO Box 67
          Downieville, CA 95936
Contact Tel: (530) 289-3277
Signature: [Signature]
PETER HUEBNER, CHAIRMAN
BOARD OF SUPERVISORS

3
## EXHIBIT A

### Unit Pricing

<table>
<thead>
<tr>
<th>Category</th>
<th>Volume Tiers *</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>Radio Frequency – Landline</td>
<td>1 +</td>
<td>$1.75/day/unit</td>
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<tr>
<td>Radio Frequency – Cellular</td>
<td>1 +</td>
<td>$2.75/day/unit</td>
</tr>
<tr>
<td>Passive GPS</td>
<td>1 +</td>
<td>$4.00/day/unit</td>
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<tr>
<td>Hybrid GPS</td>
<td>1 +</td>
<td>$4.99/day/unit</td>
</tr>
<tr>
<td>Active GPS</td>
<td>1 +</td>
<td>$5.25/day/unit</td>
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<tr>
<td>Stalker Alert</td>
<td>1 +</td>
<td>$4.75/day/unit</td>
</tr>
<tr>
<td>Monitoring Center Services</td>
<td>1 +</td>
<td>$1.00/day/unit</td>
</tr>
<tr>
<td>BluHome</td>
<td>1+</td>
<td>No Charge</td>
</tr>
<tr>
<td>BluBox</td>
<td>1+</td>
<td>No Charge</td>
</tr>
<tr>
<td>BluScan</td>
<td>1+</td>
<td>No Charge</td>
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</tbody>
</table>
Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or LESSEE, or if the unit is lost, the LESSEE will reimburse LESSOR based on the Replacement Cost listed below. In lieu of LESSEE paying for lost/damaged units, LESSEE may elect below to purchase insurance at the per diem noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units. Regardless of whether insurance coverage is elected, LESSEE shall use reasonable efforts to recover all units on behalf of LESSOR. LESSOR may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated by providing notice of the termination 60 days prior to the effective date of any such termination.

Insurance Cost
- Additional $ .75 per BluTag unit per day.
- Additional $ .50 per BluBand unit per day.
- Insurance is not available for accessories, including BluHome, BluBox, BluFone, or BluScan.

Electing Insurance Coverage (must check one):  ___ Yes   ___ No

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<tr>
<th>Part</th>
<th>Description</th>
<th>Quantity</th>
<th>Replacement Cost</th>
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<tr>
<td>1</td>
<td>BluTag® Unit</td>
<td>1</td>
<td>$ 500</td>
</tr>
<tr>
<td>2</td>
<td>BluHome® Unit (if applicable)</td>
<td>1</td>
<td>$ 350</td>
</tr>
<tr>
<td>3</td>
<td>BluBox® (if applicable)</td>
<td>1</td>
<td>$ 200</td>
</tr>
<tr>
<td>4</td>
<td>BluFone® (if applicable)</td>
<td>1</td>
<td>$ 200</td>
</tr>
<tr>
<td>5</td>
<td>Straps and direct clips for BluTag® (set comprised of one</td>
<td>9 per unit per year</td>
<td>$ 10</td>
</tr>
<tr>
<td></td>
<td>strap and four clips)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Charging Coupler for BluTag®</td>
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<td>$ 25</td>
</tr>
<tr>
<td>7</td>
<td>BluScan® (if applicable)</td>
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<td>$ 350</td>
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<tr>
<td>8</td>
<td>BluBand®</td>
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<td>$ 125</td>
</tr>
<tr>
<td>9</td>
<td>Installation Kit</td>
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Notes: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.