

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, (hereinafter "COUNTY"), and _____, a _____ [note: insert type of legal entity, e.g., a {insert name of state where incorporated} corporation] whose principal address is _____ (hereinafter "CONTRACTOR"). COUNTY and CONTRACTOR each are a "Party" to this Agreement, and together they are the "Parties" to this Agreement.

WITNESSETH

WHEREAS, COUNTY desires to obtain certain electronic monitoring equipment and electronic monitoring and notification services for those juvenile criminal offenders (hereinafter "Participants") who are sentenced to COUNTY'S Probation Department's Juvenile Electronic Monitoring Program (hereinafter "the Program"), as provided herein; and

WHEREAS, CONTRACTOR represents that it is qualified, willing, and able to provide such equipment and to perform such services, and has offered to provide such equipment and services to COUNTY, as provided herein.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

I. OBLIGATIONS OF CONTRACTOR

A. General Description of Obligations

CONTRACTOR shall provide COUNTY all such electronic monitoring and notification services, including, but not limited to, installation and removal of electronic monitoring units described herein, notification services, data entry, and recordkeeping

1 (collectively hereinafter “Monitoring Services”), and further including, but not limited to, all
2 related electronic monitoring units needed to perform such services, as described herein and
3 listed on Exhibit A – “Equipment and Pricing Schedule,” attached hereto and incorporated
4 herein by reference (each hereinafter an “EM Unit,” and collectively hereinafter “EM Units”).
5 The Monitoring Services and EM Units shall be provided by CONTRACTOR on a timely basis
6 as follows.

7 B. EM Units and Monitoring Services

8 1. As requested by COUNTY’S Chief Probation Officer, or his or her
9 designee, CONTRACTOR shall be available to provide all installations and removals of any
10 EM Units with respect to Participants each Monday through Friday, 8:00 a.m. to 5:00 p.m.,
11 excluding Court holidays. CONTRACTOR shall perform all such installations and removals
12 during the term of this Agreement in the spaces designated in Section II. A. herein by
13 COUNTY’S Chief Probation Officer, or his or her designee, which spaces will be provided at
14 no charge by COUNTY, at the Juvenile Justice Campus (“JJC”) and at the Violet Heintz
15 Education Academy (“VHEA”) sites, respectively.

16 2. CONTRACTOR shall provide EM Units ([note: specify] model #)
17 and Monitoring Services, as provided herein, as determined by COUNTY’S Chief Probation
18 Officer, or his or her designee, in his or her sole and absolute discretion. CONTRACTOR may
19 add or substitute other EM Units which shall be of comparable function and quality
20 (“Substitute EM Units”) to the EM Units, at no additional cost to COUNTY, but only if prior
21 written approval thereof has been obtained from COUNTY’S Chief Probation Officer, or his or
22 her designee, which may be given or withheld in his or her sole and absolute discretion,
23 regarding the type and amount of such Substitute EM Units. CONTRACTOR hereby
24 represents that it has the ability to promptly provide such Substitute EM Units, as may be

1 requested by COUNTY'S Chief Probation Officer, or his or her designee, herein. Any
2 Substitute EM Units approved by COUNTY'S Chief Probation Officer, or his or her designee,
3 herein, and provided by CONTRACTOR shall be deemed an EM Unit under this Agreement,
4 and shall be subject to all of the terms and conditions of this Agreement. CONTRACTOR
5 shall maintain a 25 EM Unit overstock of all types of EM Units, including a 25 EM Unit
6 overstock of all such approved Substitute EM Units.

7 3. CONTRACTOR shall notify COUNTY of violation reports with
8 respect to Participants as provided herein.

9 4. CONTRACTOR shall provide, at no cost to COUNTY, sufficient
10 batteries, latches and straps, and all other necessary items, and replacements of all of the
11 foregoing (collectively "EM Unit Supplies") for installations of all of the EM Units per year per
12 EM Unit.

13 5. CONTRACTOR shall provide all necessary tools and instruments,
14 and spare parts, for the installations of the EM Units, at no cost to COUNTY.

15 6. CONTRACTOR shall provide twenty-four (24) hour per day, seven
16 (7) days per week, Monitoring Services for all of the Participants, as provided herein.

17 7. CONTRACTOR shall make available language translation services
18 to Participants on an as-needed basis.

19 8. CONTRACTOR'S personnel assigned to provide any services under
20 this Agreement at the JJC must pass a background check conducted by COUNTY at no cost to
21 CONTRACTOR, provided that there may be a charge for sub-contractors under Section II.L,
22 herein.

23 9. CONTRACTOR'S personnel shall wear professional attire when
24 providing any services under this Agreement at the JJC or VHEA.

1 10. CONTRACTOR shall advise its personnel of the possibility that a
2 hostage taking incident could occur at any time at the JJC, and of the “No Hostage” policy,
3 attached hereto as Exhibit B, and incorporated herein by this reference, which generally means
4 that there will be no bargaining for the release of hostages in exchange for the release of
5 incarcerated youth.

6 11. CONTRACTOR shall not allow anyone under the influence of
7 alcoholic beverages or drugs to be allowed inside the JJC or VHEA sites.

8 12. The Parties hereto agree, and CONTRACTOR specifically hereby
9 acknowledges and agrees, that with regard to CONTRACTOR’S performance of all of its
10 obligations under this Agreement, including, by way of examples but not as a limitation,
11 installations and removals of EM Units, and delivery and maintenance of all EM Units, time is
12 of the essence.

13 13. Additionally, without limiting the generality of the foregoing
14 provisions of this Agreement, CONTRACTOR shall provide and maintain all EM Units and
15 perform all Monitoring Services and fulfill all responsibilities of CONTRACTOR (also described
16 therein by other titles, including, but not limited to proposer, bidder, or contractor) as identified
17 in COUNTY’S Request for Proposal (“RFP”) No. _____, dated _____, [*note: if*
18 *applicable:* as well as Addendum Number _____ to the RFP _____] and CONTRACTOR’S
19 Response to the RFP, dated _____, all of which shall be attached hereto and
20 incorporated herein by reference and made part of this Agreement. In the event of any
21 inconsistency among these documents, the inconsistency shall be resolved by giving
22 precedence in the following descending order of priority:

- 23 a) to this Agreement, excluding all Exhibits hereto;
- 24 b) to Exhibit B, “No Hostage” policy;

- 1 c) to Addendum No. ____ to the RFP; *[note: if applicable]*
2 d) to the RFP;
3 e) to Exhibit A – “Equipment and Pricing Schedule;”
4 f) to Exhibit C, form of Equipment Assignment of Responsibility form; and
5 g) to CONTRACTOR’S Response to the RFP [and Addendum No. ____]
6 (excluding Exhibit A).

7 A copy of this Agreement shall be retained and made available during the term
8 of this Agreement by COUNTY’S Probation Department Contract Coordinator.

9 C. Record Keeping

10 1. CONTRACTOR shall be responsible for entering into its host
11 computer, as such information is provided by COUNTY, all required Participant demographic,
12 curfew, and system configuration data, dates of Participant commencement and termination of
13 Program data, and all other Participant data that is required for monitoring the transmission
14 data of each Participant in the Program.

15 2. CONTRACTOR shall maintain census information on all
16 Participants for statistical compilation.

17 3. CONTRACTOR shall print a summary of all transmissions
18 received during the monitoring of each Participant upon the Participant’s completion of his/her
19 electronic monitoring term in the Program as ordered by the Courts.

20 4. CONTRACTOR shall document and maintain violation reports and
21 EM Unit status information for each Participant.

22 5. CONTRACTOR shall retain and make available to COUNTY all
23 records required to be maintained under this Section C. throughout the term of this
24 Agreement, plus two (2) additional years beyond the end of the term of this Agreement, for

1 each Participant under this Agreement.

2 D. Notification Requirements

3 1. On a twenty-four (24) hour per day, seven (7) days per week
4 basis, including all holidays:

5 a. All Participants' violations shall be reported by
6 CONTRACTOR to COUNTY'S designated staff no later than 7:00 a.m. the day following the
7 violation unless otherwise agreed in writing by CONTRACTOR and COUNTY'S Chief
8 Probation Officer.

9 2. Other supplemental notification procedures, consistent with this
10 Agreement and at no additional cost to COUNTY, may be implemented by written agreement
11 between COUNTY'S Chief Probation Officer and CONTRACTOR. Such supplemental
12 notification procedures shall not alter CONTRACTOR'S notification requirements under this
13 Section I.D, and shall be subject to all of the terms of this Agreement.

14 II. OBLIGATIONS OF COUNTY

15 A. COUNTY will designate and provide space to CONTRACTOR at JJC
16 Building 702, as well as at the VHEA site at 4939 E. Yale Avenue, Fresno for CONTRACTOR
17 to provide installations and removals of EM Units under the terms and conditions of this
18 Agreement, at no charge to CONTRACTOR for such use of space.

19 B. COUNTY, at no charge to CONTRACTOR, shall provide CONTRACTOR'S
20 personnel assigned to the JJC, and allowed admittance by COUNTY as provided herein, with
21 Vendor identification badges, for performance of services under this Agreement.

22 C. COUNTY shall provide direction to CONTRACTOR'S employees in the
23 event of a disturbance inside the JJC facilities.

24 D. COUNTY'S Probation Department shall be responsible for all liaison work

1 with all involved or related courts. CONTRACTOR agrees to assist COUNTY'S Probation
2 Department as necessary in connection therewith.

3 E. COUNTY'S Probation Department shall provide CONTRACTOR with
4 necessary demographic and curfew information for each Participant.

5 F. COUNTY shall compensate CONTRACTOR for satisfactorily provided
6 EM Units and Monitoring Services, as indicated in Section VIII, herein.

7 G. COUNTY'S Chief Probation Officer or his or her designee shall identify
8 and make available COUNTY'S staff for purposes of CONTRACTOR'S notification as
9 provided in Section I.D, herein.

10 H. COUNTY'S Probation Department staff shall perform Participant
11 orientation with respect to the Program prior to Participants' use of their EM Units. Such
12 orientation shall include an admonition that Participants shall not damage or tamper with their
13 assigned EM Units.

14 I. COUNTY'S Probation Department staff shall provide CONTRACTOR with
15 Equipment Assignment of Responsibility forms signed by each Participant in the form
16 attached hereto as Exhibit C, and incorporated herein by this reference.

17 J. COUNTY'S Probation Department shall establish specific policy
18 requirements for CONTRACTOR to follow with respect to monitoring Participants' violations
19 and notification to COUNTY of such violations. CONTRACTOR shall respond to Participants'
20 violations by notification to COUNTY in accordance with such policy. Such policy shall be
21 consistent with the manufacturer's specifications for EM Units, and shall in any event be
22 subject to the terms and conditions of this Agreement.

23 K. COUNTY'S Probation Department will notify CONTRACTOR when
24 Participant has been released or terminated from the Program.

1 L. COUNTY'S Probation Department shall perform background checks of
2 sub-contractors approved by COUNTY as may be requested by CONTRACTOR. In the event
3 the cost for an individual background check exceeds One Hundred and No/100's Dollars
4 (\$100.00), CONTRACTOR will be responsible for payment for any additional costs associated
5 with the performance of the background check.

6 **III. COUNTY'S AUTHORITY**

7 A. COUNTY'S Probation Department shall have the right to conduct
8 background checks, at any time, as deemed necessary by Facility Administrator, on all
9 personnel whom CONTRACTOR will assign or has assigned to work at the JJC under this
10 Agreement. When COUNTY'S Probation Department determines that such background checks
11 are to be performed for CONTRACTOR'S personnel, such background checks must be
12 completed to Facility Administrator's satisfaction on all such CONTRACTOR'S personnel before
13 any admission, or continued admission, of any such persons into the JJC facilities. COUNTY'S
14 Chief Probation Officer or his or her designee shall have sole and absolute discretion to refuse
15 admittance of any of CONTRACTOR'S personnel into or from the JJC, and to remove any of
16 CONTRACTOR'S personnel from the JJC. COUNTY'S Probation Department shall promptly
17 notify CONTRACTOR if any of CONTRACTOR'S personnel is found to be unacceptable for
18 admission into the JJC facilities, and upon such notice, CONTRACTOR shall immediately refuse
19 admittance of such person to the JJC.

20 B. In the event of any disturbance inside the JJC, CONTRACTOR shall cause
21 its personnel to immediately follow the orders of the Facility Administrator.

22 C. In the event of a dispute involving COUNTY staff and CONTRACTOR'S
23 employee involving JJC security measures, and the like, the on-duty Facility Administrator shall
24 have the final decision, which shall be conclusive.

1 D. COUNTY shall retain complete authority over each Participant in the
2 Program.

3 **IV. DAMAGE, THEFT, AND TAMPERING**

4 CONTRACTOR shall be responsible for all EM Units delivered to COUNTY by
5 CONTRACTOR, including "normal wear and tear." In addition, CONTRACTOR also agrees to
6 provide replacement EM Units, at no cost to COUNTY, for any and all damage, theft,
7 tampering, or misuse of EM Units of up to ten percent (10%) of the total charges paid by
8 COUNTY for all EM Units provided to COUNTY per annual period under this Agreement,
9 based on EM Units actually used, as determined at the end of the each annual period of this
10 Agreement. Except for "normal wear and tear" to any EM Units, COUNTY assumes
11 responsibility for any and all damage, theft, tampering, or misuse of properly-functioning EM
12 Units delivered to it and properly installed by CONTRACTOR in excess of ten percent (10%)
13 of the total charges of all EM Units provided to COUNTY per such annual period (November
14 through October) under this Agreement, as determined herein, and not to exceed Five
15 Thousand (\$5,000) and No/100's Dollars . CONTRACTOR shall provide COUNTY with
16 quarterly theft/loss reports, including devices and serial numbers. CONTRACTOR shall
17 invoice COUNTY within thirty (30) days of the end of such annual period for the reasonable
18 costs of any repairs or replacements under this Section IV, which shall be due and payable by
19 COUNTY within forty-five (45) days of receipt of invoice by COUNTY.

20 **V. MAINTENANCE**

21 CONTRACTOR shall provide all maintenance for the EM Units at no charge to
22 COUNTY. "Maintenance" for purposes of this Agreement shall mean such periodic
23 maintenance, including testing, repair, and replacement, of EM Units, and any related
24 electronic equipment and systems, as is reasonably appropriate and necessary to keep the

1 EM Units fully operating in a reliable manner at all times under the terms and conditions of this
2 Agreement. However, when COUNTY'S personnel are in the field with Participants, such
3 COUNTY personnel shall, as necessary, change EM Unit straps and batteries provided by
4 CONTRACTOR, clean the EM Units, and perform any similar function to preserve the EMS
5 Units.

6 **VI. TERM**

7 The term of this Agreement shall be for a period of three (3) years, commencing
8 on November 1, 2009 through and including October 31, 2012. This Agreement shall
9 automatically be extended for two (2) additional consecutive twelve (12) month periods upon
10 the same terms and conditions herein set forth, unless written notice of non-renewal is given
11 by either of the Parties to the other Party no later than thirty (30) days prior to the first day of
12 the next twelve (12) month period.

13 **VII. TERMINATION**

14 A. Non-Allocation of Funds - The terms of this Agreement, and the provision of
15 EM Units and services to be provided thereunder, are contingent on the approval of funds by the
16 appropriating government agency. Should sufficient funds not be allocated, the provision of EM
17 Units and services provided may be modified, or this Agreement terminated, at any time by
18 COUNTY giving CONTRACTOR thirty (30) days advance written notice.

19 B. Breach of Contract

20 COUNTY may immediately suspend or terminate this Agreement in whole
21 or in part, where in the determination of COUNTY there is:

- 22 (1) An illegal or improper use of funds;
23 (2) A failure to comply with any terms of this Agreement;

24 ///

1 (3) A substantially incorrect or incomplete report submitted to
2 COUNTY;

3 (4) Improperly performed service;

4 In no event shall any payment by COUNTY constitute a waiver by
5 COUNTY of any breach of this Agreement or any default which may then exist on the part of
6 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to
7 COUNTY with respect to the breach or default. COUNTY shall have the right to demand of
8 CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under
9 this Agreement, which in the judgment of COUNTY were not expended in accordance with the
10 terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

11 C. Without Cause

12 Under circumstances other than those set forth above, this Agreement
13 may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of
14 an intention to terminate to CONTRACTOR.

15 D. Return of EM Units

16 Within a reasonable time, not to exceed ten (10) COUNTY working days,
17 following termination or expiration of the Agreement, COUNTY shall assist CONTRACTOR in
18 retrieving all EM Units in the possession of each Participant of the Program.

19 **VIII. COMPENSATION/INVOICING**

20 CONTRACTOR shall provide all EM Units and all related Monitoring Services
21 described herein and shall be compensated on a sliding scale as shown in Exhibit "A" for each
22 EM Unit provided to a Participant and for which Monitoring Services are provided to COUNTY
23 as provided herein. The EM Units to be considered for compensation and billing purposes are
24 those in use by a Participant and for which Monitoring Services are provided by

1 CONTRACTOR to COUNTY under the terms and conditions of this Agreement, provided
2 however, compensation for any EM Unit shall not be provided beyond the date that COUNTY
3 has notified CONTRACTOR that a Participant has been released or terminated from the
4 Program regardless of whether the EM Unit is in the Participant's possession.
5 CONTRACTOR shall submit monthly invoices in triplicate addressed to the Fresno County
6 Probation Department, Courthouse – 8th Floor, 1100 Van Ness Avenue, Fresno, CA 93721,
7 Attention: Probation Business Office.

8 In no event shall compensation for EM Units provided or Monitoring Services
9 performed under this Agreement be in excess of _____ Dollars
10 and No/100's (\$_____) during each twelve month period for this Agreement. It is
11 understood that all expenses incidental to CONTRACTOR'S provision of EM Units and
12 performance of services under this Agreement, including any sales taxes, shall be borne by
13 CONTRACTOR.

14 Payments by COUNTY shall be made in arrears, for services provided during
15 the preceding month, and made within forty-five days (45) days after receipt of
16 CONTRACTOR'S properly completed invoices by COUNTY'S Probation Department.

17 **IX. INDEPENDENT CONTRACTOR**

18 In performance of the work, duties, and obligations assumed by CONTRACTOR
19 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including
20 any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and
21 performing as an independent contractor, and shall act in an independent capacity and not as
22 an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
23 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or
24 method by which CONTRACTOR shall perform its work and function. However, COUNTY

1 shall retain the right to administer this Agreement so as to verify that CONTRACTOR is
2 performing its obligations in accordance with the terms and conditions thereof.
3 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules
4 and regulations, if any, of governmental authorities having jurisdiction over matters the subject
5 thereof.

6 Because of its status as an independent contractor, CONTRACTOR shall have
7 absolutely no right to employment rights and benefits available to COUNTY employees.
8 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
9 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
10 responsible and save COUNTY harmless from all matters relating to payment of
11 CONTRACTOR'S employees, including compliance with Social Security, withholding, and all
12 other regulations governing such matters. It is acknowledged that during the term of this
13 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or
14 to this Agreement.

15 **X. HOLD-HARMLESS**

16 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
17 request, defend COUNTY, including its officers, agents and employees from any and all costs
18 and expenses (including attorneys fees and costs), damages, liabilities, claims and losses
19 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
20 CONTRACTOR, including its officers, agents and employees under this Agreement, and from
21 any and all costs and expenses (including attorneys fees and costs), damages, liabilities,
22 claims and losses occurring or resulting to any person, firm or corporation who may be injured
23 or damaged by the performance, or failure to perform, of CONTRACTOR, including its
24 officers, agents or employees under this Agreement.

1 **XI. INSURANCE**

2 Without limiting the COUNTY’S right to obtain indemnification from
3 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
4 force and effect the following insurance policies throughout the term of this Agreement:

5 A. General Liability

6 Commercial General Liability Insurance with limits of not less than One
7 Million Dollars and No/100s (\$1,000,000.00) per occurrence and an annual aggregate of Two
8 Million Dollars and No/100s (\$2,000,000.00). This policy shall be issued on a per occurrence
9 basis. COUNTY may require specific coverages including completed operations, products
10 liability, contractual liability, fire legal liability or any other liability insurance deemed necessary
11 because of the nature of this contract, to effectuate the purpose of Penal Code section
12 1203.016(j)(3)(B)(iii) & (iv).

13 B. Automobile Liability

14 Comprehensive Automobile Liability Insurance with limits for bodily injury
15 of not less than Two Hundred Fifty Thousand Dollars and No/100s (\$250,000.00) per person,
16 Five Hundred Thousand Dollars and No/100s (\$500,000.00) per accident and for property
17 damages of not less than Fifty Thousand Dollars and No/100s (\$50,000.00), or such coverage
18 with a combined single limit of Five Hundred Thousand Dollars and No/100s (\$500,000.00).
19 Coverage shall include owned and non-owned vehicles used in connection with this
20 Agreement.

21 C. Worker’s Compensation

22 A policy of worker’s compensation insurance as may be required by the
23 California Labor Code.

24 CONTRACTOR shall obtain endorsements to the Commercial General

1 Liability insurance naming the County of Fresno, including its officers, agents and employees,
2 individually and collectively, as additional insured, but only insofar as the operations under this
3 Agreement are concerned. Such coverage for additional insured shall apply as primary
4 insurance and any other insurance, or self-insurance, maintained by COUNTY, including its
5 officers, agents and employees, shall be excess only and not contributing with insurance
6 provided under CONTRACTOR'S policies herein. This insurance shall not be cancelled or
7 changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

8 Within thirty (30) days from the date CONTRACTOR executes this
9 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
10 above for all of the foregoing policies, as required herein, to COUNTY'S Probation
11 Department, Attention: Probation Business Manager, stating that such insurance coverages
12 have been obtained and are in full force; that the County of Fresno, including its officers,
13 agents and employees will not be responsible for any premiums on the policies; that such
14 Commercial General Liability insurance names the County of Fresno, including its officers,
15 agents and employees, individually and collectively, as additional insured, but only insofar as
16 the operations under this Agreement are concerned; that such coverage for additional insured
17 shall apply as primary insurance and any other insurance, or self-insurance, maintained by
18 COUNTY, including its officers, agents and employees, shall be excess only and not
19 contributing with insurance provided under CONTRACTOR'S policies herein; and that this
20 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
21 written notice given to COUNTY.

22 In the event CONTRACTOR fails to keep in effect at all times insurance
23 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
24 immediately suspend or terminate this Agreement upon the occurrence of such event.

1 All policies shall be with admitted insurers licensed to do business in the
2 State of California. Insurance purchased shall be purchased from companies possessing a
3 current A.M. Best, Inc. rating of A FSC VII or better.

4 **XII. MODIFICATION**

5 Any matters of this Agreement may be modified from time to time by the written
6 consent of all the parties without, in any way, affecting the remainder.

7 **XIII. NON-ASSIGNMENT**

8 Neither party shall assign, transfer or sub-contract this Agreement or their rights
9 or duties under this Agreement without the prior written consent of the other party.

10 **XIV. AUDITS AND INSPECTIONS**

11 The CONTRACTOR shall at any time during business hours, and as often as
12 the COUNTY may deem necessary, make available to the COUNTY for examination all of its
13 records and data with respect to the matters covered by this Agreement. The CONTRACTOR
14 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such
15 records and data necessary to ensure CONTRACTOR'S compliance with the terms of this
16 Agreement.

17 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
18 CONTRACTOR shall be subject to the examination and audit of the Auditor General for a
19 period of three (3) years after final payment under this contract (Govt. Code section 8546.7).

20 **XV. NOTICES**

21 The persons and their addresses having authority to give and receive notices
22 under this Agreement include the following:

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24 ///

1 COUNTY: Chief Probation Officer
2 Fresno County Probation Department
3 1100 Van Ness Avenue
4 Fresno, California, 93721

5 CONTRACTOR: _____
6 _____
7 _____
8 _____

9 Any and all notices between the COUNTY and the CONTRACTOR provided for
10 or permitted under this Agreement or by law shall be in writing and shall be deemed duly
11 served when personally delivered to one of the parties, or in lieu of such personal service,
12 when deposited in the United States Mail, postage prepaid, addressed to such party.

13 **XVI. GOVERNING LAW**

14 Venue for any action arising out of or relating to this Agreement shall only be in
15 Fresno County, California. The rights and obligations of the parties and all interpretation and
16 performance of this Agreement shall be governed in all respects by the laws of the State of
17 California.

18 **XVII. CONFORMANCE WITH ALL APPLICABLE LAWS**

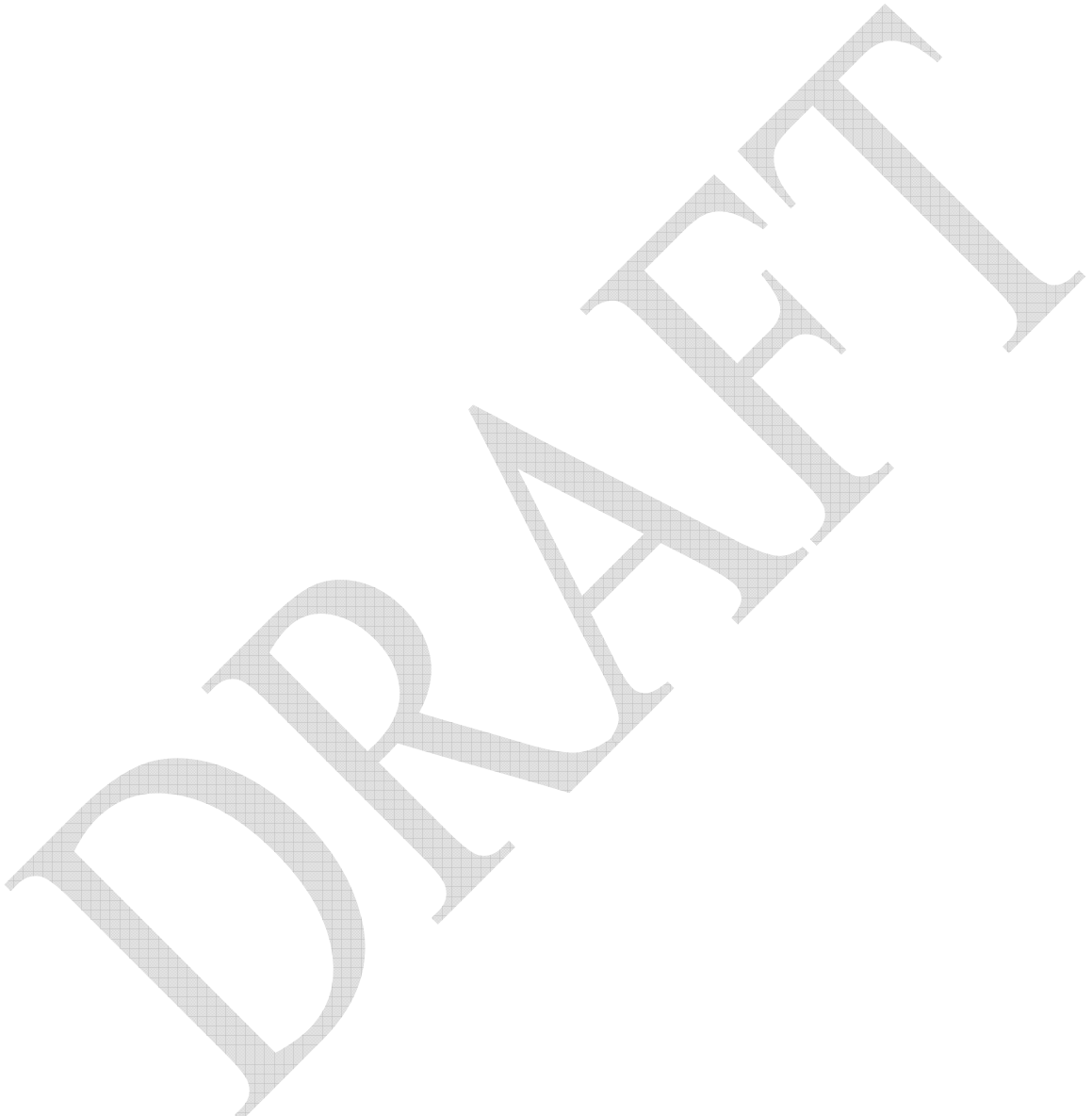
19 CONTRACTOR shall provide all of the EM Units and Monitoring Services, as
20 described in this Agreement, and perform all of its other obligations hereunder, in compliance
21 with any and all applicable standards promulgated by state correctional agencies and bodies,
22 including, but not limited to, the Corrections Standards Authority, and all statutory provisions
23 and mandates, state and county, as appropriate and applicable to the operation of electronic
24 monitoring home detention programs and the supervision of sentenced offenders in a home
detention program, including, but not limited to, Penal Code sections 1203.016 and 1208.2.

XVIII. ENTIRE AGREEMENT

This Agreement, including all Exhibits hereto, constitutes the entire agreement

1 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
2 supersedes all previous Agreement negotiations, proposals, commitments, writings,
3 advertisements, publications, and understandings of any nature whatsoever unless expressly
4 included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
2 of the day and year first hereinabove written.

3 **CONTRACTOR**

4 **[Name of CONTRACTOR]**

COUNTY OF FRESNO

5 _____
6 Name
7 Title

5 _____
6 Susan B. Anderson
7 Chairman, Board of Supervisors

8 Date: _____

8 Date: _____

9 ATTEST:
10 Bernice Seidel, Clerk to Board of Supervisors

11 By _____
12 Deputy

13 REVIEWED & RECOMMENDED
14 FOR APPROVAL:

15 _____
16 Linda M. Penner, Chief Probation Officer

17 APPROVED AS TO LEGAL FORM:
18 Kevin B. Briggs, Interim County Counsel

19 By _____
20 Deputy

21 APPROVED AS TO ACCOUNTING FORM:
22 Vicki Crow, CPA
23 Auditor-Controller/Treasurer-Tax Collector

24 FOR ACCOUNTING USE ONLY:

Org. No.:
Acct. No.:

By _____
Deputy

EXHIBIT A

EM UNIT AND MONITORING SERVICE PRICING SCHEDULE (DAILY RATE)

<u>Model</u>	<u>Active Units*</u>	<u>Unit Price/Per Day</u>
(Model #)**	0-100	\$_.__
	101-250	\$_.__
	250+	\$_.__

*Active Units are based on the EM Average Daily Population (ADP) for the month. The EM ADP will be derived from Probation's Juvenile Automation System records for the month. The ADP is derived from running a query report on the number of minors on EM each day. At the end of the month, these numbers are totaled and then divided by the number of days in the month to arrive at the Average Daily EM Population for the month.

**As approved by COUNTY'S Chief Probation Officer, or his or her designee

PRICING INCLUDES ALL EQUIPMENT (EM UNITS AND SUPPORTING EQUIPMENT)

PLUS:

- Compensation and billing for days in use only, per the terms and conditions of this Agreement.
- On-Site training.
- Supplies as needed, per the terms and conditions of this Agreement.
- 24 Hour, 7 days per week, fully staffed U.L. listed monitoring station.
- Immediate violation notification by pager, fax, or personal contact.
- Daily summaries of Participant (offender) activities.
- Full tamper reporting features.
- 24 Hour, 7 days per week, "800" Line for assistance.



Subject: Hostage Situations

EXHIBIT B

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

**Authority: Title 15; Section 1327;
California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
 2. Any known weapons possessed by the hostage takers;
 3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

EXHIBIT C

ELECTRONIC MONITORING UNIT

ASSIGNMENT OF RESPONSIBILITY FORM

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Offender's Name: _____ COUNTY ID#: _____

Monitor/Receiver # _____ Transmitter #: _____

	Received	Returned	Damaged?
Transmitter (\$__.00)	_____	_____	_____
Monitor/Receiver (\$__.00)	_____	_____	_____
Phone Cable (\$__.00)	_____	_____	_____
Carrying Case (\$__.00)	_____	_____	_____

I acknowledge receiving this electronic monitoring unit (EM Unit) and will be fully responsible for it while I am on Electronic Monitoring Supervision. I also agree that I will not damage or tamper with this EM Unit.

Offender (or Guardian): _____

PRINT YOUR NAME AND SIGN YOUR NAME

Date: _____

Local Representative: _____

Return of EM Unit Witnessed by: _____

Date of Completion: _____

Supervising DPO Name _____ COUNTY _____

Location of EM Unit at Completion _____

Offender's Address and Phone # at Completion _____