

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of November, 2006, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, 2220 Tulare Street, Fresno, CA 93721 (hereinafter "COUNTY"), and SENTINEL OFFENDER SERVICES, LLC, a Delaware Limited Liability Company, whose principal California address is 220 Technology Drive, Suite 200, Irvine, California (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the COUNTY is establishing a pre-sentencing Supervised Honor Release Program (hereinafter "Probation's HR Program"), wherein electronic monitoring can be used as part of the program for suitable participants ("Participants"); and

WHEREAS, COUNTY approved the Probation Department to negotiate with its two current electronic monitoring providers; and

WHEREAS, the CONTRACTOR is qualified and willing to perform said services and has offered to provide such services and equipment to COUNTY.

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 Duties**

CONTRACTOR shall provide Probation's HR Program with electronic monitoring services, administrative services, and related equipment as described herein. The services and equipment shall be provided on a timely basis as follows.

B. Electronic Monitoring Equipment and Services

1. CONTRACTOR shall be available to provide installations Monday

1 through Friday, 8:00 a.m. to 5:00 p.m., excluding Court holidays.

2 2. CONTRACTOR shall install and remove all electronic monitoring
3 devices as required during the duration of this Agreement at the CONTRACTOR'S local
4 branch office.

5 3. CONTRACTOR shall provide "DualTrak" RF electronic monitoring
6 equipment and services as determined by COUNTY'S Probation Department.

7 CONTRACTOR is authorized to add or substitute other electronic monitoring equipment if
8 prior written approval is obtained from the Probation Department. CONTRACTOR shall not
9 install BI 9000 devices on Probation's HR Program Participants.

10 4. CONTRACTOR shall notify COUNTY of violation reports as
11 provided herein.

12 5. CONTRACTOR shall provide, without cost to the COUNTY,
13 sufficient batteries, latches and straps and all other necessary items ("Unit Supplies") for
14 reasonable installations of the equipment per year per unit.

15 6. CONTRACTOR shall provide all necessary tools and instruments
16 for the installation of the equipment at no cost to COUNTY.

17 7. CONTRACTOR shall provide 24 hour per day, seven days per
18 week, electronic monitoring of Probation's HR Program Participants.

19 8. CONTRACTOR shall make available language translation services
20 to Participants on an as-needed basis.

21 9. The Parties hereto agree, and CONTRACTOR hereby
22 acknowledges, that with regard to the delivery of all services by CONTRACTOR under this
23 Agreement, time is of the essence.

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C. Record Keeping

1. CONTRACTOR will be responsible for entering into its host computer, as such information is provided by COUNTY, all required demographic, curfew and system configuration data, date of termination data and all other data that is required for monitoring the transmission data of each Participant on electronic monitoring in Probation's HR Program.

2. CONTRACTOR shall maintain census information for statistical compilation.

3. CONTRACTOR shall print a summary of all transmissions received during the monitoring of each Participant upon the Participant's completion of his/her electronic monitoring term.

4. CONTRACTOR shall document and maintain Violation reports and equipment status information for each Participant.

5. CONTRACTOR shall retain and make available to COUNTY all records required to be maintained under this Section throughout the duration of this Agreement, plus two additional years beyond the term of the Agreement for each Participant terminated during this Agreement.

D. Notification Policy

1. On a 24 hour per day, seven day per week basis, all violations will be reported to COUNTY staff immediately or as soon as possible thereafter unless otherwise agreed.

2. All detections of first-time equipment tampering violations by a Participant shall be reported to COUNTY within 30 minutes of such occurrence by CONTRACTOR.

3. Curfew violations and detections of non-first time equipment

tampering violations shall be reported to COUNTY by CONTRACTOR by 9:00 a.m. the day following the violation on a seven day per week, 24 hour per day basis, including holidays.

4. Other notification procedures may be implemented by agreement

between COUNTY and CONTRACTOR.

II. OBLIGATIONS OF COUNTY

A. Probation shall determine who is eligible to be a Participant in Probation's HR Program. Probation will notify CONTRACTOR of such determinations.

B. The Probation Department shall be responsible for all liaison work with all involved or related courts. CONTRACTOR agrees to assist the Probation Department as necessary.

C. The Probation Department shall provide CONTRACTOR with necessary demographic and curfew information for each Participant.

D. COUNTY shall assume responsibility and pay for the rental cost of the electronic monitoring equipment as indicated in "Section VI. COMPENSATION/INVOICING" of this Agreement.

E. The Probation Department will notify CONTRACTOR when Participant has been released or terminated from the program.

III. DAMAGE, THEFT, AND TAMPERING

CONTRACTOR shall be responsible for all damage, theft, tampering or misuse of electronic monitoring equipment provided to Probation's HR Program. CONTRACTOR shall provide replacements, at no cost to COUNTY, in a timely manner for all electronic monitoring equipment damaged, stolen, tampered with or misused.

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1 **IV. TERM**

2 This Agreement shall be for a period of approximately ten months, commencing
3 on November 7, 2006 and terminating on September 30, 2007.

4 **V. TERMINATION**

5 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
6 be provided thereunder, are contingent on the approval of funds by the appropriating
7 government agency. Should sufficient funds not be allocated, the services provided may be
8 modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days
9 advance written notice.

10 B. Breach of Contract

11 The COUNTY may immediately suspend or terminate this Agreement in
12 whole or in part, where in the determination of the COUNTY there is:

- 13 (1) An illegal or improper use of funds;
14 (2) A failure to comply with any terms of this Agreement;
15 (3) A substantially incorrect or incomplete report submitted to the
16 COUNTY;
17 (4) Improperly performed service.

18 In no event shall any payment by the COUNTY constitute a waiver by the
19 COUNTY of any breach of this Agreement or any default which may then exist on the part of
20 the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to
21 the COUNTY with respect to the breach or default. The COUNTY shall have the right to
22 demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the
23 CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not
24 expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly

refund any such funds upon demand.

C. Without Cause

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

D. Return of Equipment

Within a reasonable time, not to exceed ten (10) working days, following termination or expiration of the Agreement, COUNTY shall assist CONTRACTOR in retrieving all equipment in the possession of each Participant of Probation's HR Program.

VI. COMPENSATION/INVOICING

CONTRACTOR shall provide all equipment and related services described herein at a daily cost of Two Dollars and Sixty-two cents (\$2.62) per electronic monitoring unit. The units to be considered for billing purposes are those in actual use. Compensation shall not be provided beyond the date COUNTY notified CONTRACTOR Participant has been released or terminated from the program. CONTRACTOR shall submit monthly invoices in triplicate addressed to the Fresno County Probation Department, Courthouse – 8th Floor, 1100 Van Ness Avenue, Fresno, CA 93721, Attention: Probation Business Office.

In no event shall services performed under this Agreement be in excess of Two-Hundred Fifty Thousand Dollars and No/100's (\$250,000) during the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

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

VII. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

VIII. HOLD-HARMLESS

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S

request, defend the COUNTY, its officers, agents and employees from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents and employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement.

IX. INSURANCE

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

A. General Liability

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

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars and No/100s (\$250,000.00) per person, Five Hundred Thousand Dollars and No/100s (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars and No/100s (\$50,000.00), or such coverage

1 with a combined single limit of Five Hundred Thousand Dollars and No/100s (\$500,000.00).

2 Coverage should include owned and non-owned vehicles used in connection with this
3 Agreement.

4 C. Worker's Compensation

5 A policy of worker's compensation insurance as may be required by the
6 California Labor Code.

7 CONTRACTOR shall obtain endorsements to the Commercial General
8 Liability insurance naming the County of Fresno, its officers, agents and employees,
9 individually and collectively, as additional insured, but only insofar as the operations under this
10 Agreement are concerned. Such coverage for additional insured shall apply as primary
11 insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers,
12 agents and employees, shall be excess only and not contributing with insurance provided
13 under the CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed
14 without a minimum of thirty (30) days advance, written notice given to COUNTY.

15 Within thirty (30) days from the date CONTRACTOR executes this
16 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
17 above for all of the foregoing policies, as required herein, to the Probation Department,
18 Attention: Probation Business Manager, stating that such insurance coverages have been
19 obtained and are in full force; that the County of Fresno, its officers, agents and employees
20 will not be responsible for any premiums on the policies; that such Commercial General
21 Liability insurance names the County of Fresno, its officers, agents and employees,
22 individually and collectively, as additional insured, but only insofar as the operations under this
23 Agreement are concerned; that such coverage for additional insured shall apply as primary
24 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,

agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR'S policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

X. MODIFICATION

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

XI. NON-ASSIGNMENT

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

XII. AUDITS AND INSPECTIONS

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

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a

period of three (3) years after final payment under this contract (Govt. Code section 8546.7).

XIII. NOTICES

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

COUNTY: Linda Penner, Chief Probation Officer
Fresno County Probation Department
1100 Van Ness Avenue
Fresno, California, 93721

CONTRACTOR: Robert A. Contestabile, President
Sentinel Offender Services, LLC
220 Technology Drive, Suite 200
Irvine, California, 92618

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

XIV. GOVERNING LAW

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

XV. CONFORMANCE WITH ALL APPLICABLE LAWS

CONTRACTOR shall provide the electronic monitoring equipment and services, as described in this Agreement, in compliance with any applicable standards promulgated by state correctional agencies and bodies, including but not limited to the Corrections Standards Authority, and all statutory provisions and mandates, state and county, as appropriate and applicable to the operation of electronic 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.


XVI. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as

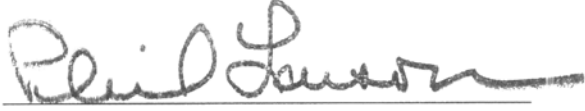
of the day and year first hereinabove written.

**SENTINEL OFFENDER SERVICES,
LLC**


Robert A. Contestabile
President

Date: 10/24/06

COUNTY OF FRESNO


Phil Larson
Chairman, Board of Supervisors

Date: NOV 07 2006

REVIEWED & RECOMMENDED
FOR APPROVAL:


Linda Penner, Chief Probation Officer

APPROVED AS TO LEGAL FORM:
Dennis A. Marshall, County Counsel

By 
Deputy

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

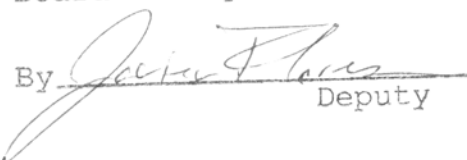
By 
Deputy

FOR ACCOUNTING USE ONLY:

Org. No.: 34309999 ✓
Acct. No.: 7295 ✓

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 
Deputy