

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

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

B. EM Units and Monitoring Services

1. As requested by COUNTY'S Chief Probation Officer, or his or her designee, CONTRACTOR shall be available to provide all installations and removals of any EM Units with respect to Participants each Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Court holidays. CONTRACTOR shall perform all such installations and removals during the term of this Agreement in the spaces designated in Section II. A. herein by COUNTY'S Chief Probation Officer, or his or her designee, which spaces will be provided at no charge by COUNTY, at the Juvenile Justice Campus ("JJC") and at the Boot Camp/Day Reporting Center ("Boot Camp") sites, respectively.

2. CONTRACTOR shall provide up to four hundred (400) EM Units ([note: specify] model #) and Monitoring Services, as provided herein, as determined by COUNTY'S Chief Probation Officer, or his or her designee, in his or her sole and absolute discretion. CONTRACTOR may add or substitute other EM Units which shall be of comparable function and quality ("Substitute EM Units") to the EM Units, at no additional cost to COUNTY, but only if prior written approval thereof has been obtained from COUNTY'S Chief Probation Officer, or his or her designee, which may be given or withheld in his or her sole and absolute discretion, regarding the type and amount of such Substitute EM Units. CONTRACTOR hereby represents that it has the ability to promptly provide such Substitute

1 EM Units, as may be requested by COUNTY'S Chief Probation Officer, or his or her designee,
2 herein. Any Substitute EM Units approved by COUNTY'S Chief Probation Officer, or his or her
3 designee, herein, and provided by CONTRACTOR shall be deemed an EM Unit under this
4 Agreement, and shall be subject to all of the terms and conditions of this Agreement.

5 CONTRACTOR shall maintain a ten percent (10%) overstock of all types of EM Units,
6 including ten percent (10%) 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 Boot Camp.

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

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

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

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

- a) to this Agreement, excluding all Exhibits hereto;
- b) to Exhibit B, "No Hostage" policy;

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

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

C. Record Keeping

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

2. CONTRACTOR shall maintain census information on all Participants 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 in the Program as ordered by the Courts.

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

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

each Participant under this Agreement.

D. Notification Requirements

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

a. All Participants' violations (except tampering of any EM Units, which shall be reported as hereinafter provided) shall be reported by CONTRACTOR to COUNTY'S designated staff immediately or as soon as possible thereafter unless otherwise agreed in writing by CONTRACTOR and COUNTY'S Chief Probation Officer.

b. All Participants' first-time EM Unit tampering violations by Participants shall be reported by CONTRACTOR to COUNTY'S designated staff within thirty (30) minutes of such occurrences.

c. All Participants' curfew violations and/or non-first time EM Unit tampering violations shall be reported by CONTRACTOR to COUNTY'S designated staff no later than 9:00 a.m. the day following the violation.

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

II. OBLIGATIONS OF COUNTY

A. COUNTY will designate and provide space to CONTRACTOR at JJC Building 702, Room #B162 and Storage Room #B163, as well as at the Boot Camp site at 4939 E. Yale Avenue, Fresno for CONTRACTOR to provide installations and removals of EM Units under the terms and conditions of this Agreement, at no charge to CONTRACTOR for such use

1 of space.

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

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

7 D. COUNTY'S Probation Department shall be responsible for all liaison work
8 with all involved or related courts. CONTRACTOR agrees to assist COUNTY'S Probation
9 Department as necessary in connection therewith.

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

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

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

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

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

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

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

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

III. COUNTY'S AUTHORITY

A. COUNTY'S Probation Department shall have the right to conduct background checks, at any time, as deemed necessary by Facility Administrator, on all personnel whom CONTRACTOR will assign or has assigned to work at the JJC under this Agreement. When COUNTY'S Probation Department determines that such background checks are to be performed for CONTRACTOR'S personnel, such background checks must be completed to Facility Administrator's satisfaction on all such CONTRACTOR'S personnel before any admission, or continued admission, of any such persons into the JJC facilities. COUNTY'S Chief Probation Officer or his or her designee shall have sole and absolute discretion to refuse admittance of any of CONTRACTOR'S personnel into or from the JJC, and to remove any of CONTRACTOR'S personnel from the JJC. COUNTY'S Probation Department shall promptly

1 notify CONTRACTOR if any of CONTRACTOR'S personnel is found to be unacceptable for
2 admission into the JJC facilities, and upon such notice, CONTRACTOR shall immediately
3 refuse admittance of such person to the JJC.

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

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

9 D. COUNTY shall retain complete authority over each Participant in the
10 Program.

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

12 CONTRACTOR shall be responsible for all EM Units delivered to COUNTY by
13 CONTRACTOR, including "normal wear and tear." In addition, CONTRACTOR also agrees to
14 provide replacement EM Units, at no cost to COUNTY, for any and all damage, theft,
15 tampering, or misuse of EM Units of up to ten percent (10%) of the total charges of all EM
16 Units provided to COUNTY per annual period under this Agreement, based on EM Units
17 actually used, as determined at the end of the each annual period of this Agreement. Except
18 for "normal wear and tear" to any EM Units, COUNTY assumes responsibility for any and all
19 damage, theft, tampering, or misuse of properly-functioning EM Units delivered to it and
20 properly installed by CONTRACTOR in excess of such ten percent (10%) of the total charges
21 of all EMS Units provided to COUNTY per such annual period under this Agreement, as
22 determined herein. CONTRACTOR shall invoice COUNTY for the reasonable costs of any
23 repairs or replacements under this Section IV, which shall be due and payable by COUNTY
24 within forty-five (45) days of receipt of invoice by COUNTY.

1 **V. HARDWARE WARRANTY AND MAINTENANCE**

2 CONTRACTOR shall assign and otherwise transfer to COUNTY all available
3 manufacturer's warranties for all of the EM Units provided by CONTRACTOR under this
4 Agreement, at no cost to COUNTY. CONTRACTOR shall provide all maintenance for "normal
5 wear and tear" for all EM Units. The COUNTY shall return EM Units for maintenance service
6 or warranty service to CONTRACTOR'S offices or to a repair facility in the United States as
7 specified by CONTRACTOR. "Maintenance" for purposes of this Agreement shall mean such
8 periodic maintenance, including testing, repair, and replacement, of EM Units, and any related
9 electronic equipment and systems, as is reasonably appropriate and necessary to keep the
10 EM Units fully operating in a reliable manner at all times under the terms and conditions of this
11 Agreement. However, when COUNTY'S personnel are in the field with Participants, such
12 COUNTY personnel shall, as necessary, change EM Unit straps and batteries provided by
13 CONTRACTOR, clean the EM Units, and perform any similar function to preserve the EMS
14 Units.

15 **VI. TERM**

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

22 **VII. TERMINATION**

23 A. Non-Allocation of Funds - The terms of this Agreement, and the provision of
24 EM Units and services to be provided thereunder, are contingent on the approval of funds by the

appropriating government agency. Should sufficient funds not be allocated, the provision of EM Units and services provided may be modified, or this Agreement terminated, at any time by COUNTY giving CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract

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

- (1) An illegal or improper use of funds;
- (2) A failure to comply with any terms of this Agreement;
- (3) A substantially incorrect or incomplete report submitted to

COUNTY;

- (4) Improperly performed service;

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

D. Return of EM Units

Within a reasonable time, not to exceed ten (10) COUNTY working days,

following termination or expiration of the Agreement, COUNTY shall assist CONTRACTOR in retrieving all EM Units in the possession of each Participant of the Program.

VIII. COMPENSATION/INVOICING

CONTRACTOR shall provide all EM Units and all related Monitoring Services described herein at a fixed daily cost of _____ Dollars and _____ Cents (\$_____) per EM Unit provided to a Participant and for which Monitoring Services are provided to COUNTY as provided herein. The EM Units to be considered for compensation and billing purposes are those in use by a Participant and for which Monitoring Services are provided by CONTRACTOR to COUNTY under the terms and conditions of this Agreement, provided however, compensation for any EM Unit shall not be provided beyond the date that COUNTY has notified CONTRACTOR that a Participant has been released or terminated from the Program regardless of whether the EM Unit is in the Participant's possession.

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 compensation for EM Units provided or Monitoring Services performed under this Agreement be in excess of _____ Dollars and No/100's (\$_____) during each twelve month period for this Agreement. It is understood that all expenses incidental to CONTRACTOR'S provision of EM Units and performance of services under this Agreement, including any sales taxes, 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 properly completed invoices by COUNTY'S Probation Department.

1 **IX. INDEPENDENT CONTRACTOR**

2 In performance of the work, duties, and obligations assumed by CONTRACTOR
3 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including
4 any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and
5 performing as an independent contractor, and shall act in an independent capacity and not as
6 an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
7 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or
8 method by which CONTRACTOR shall perform its work and function. However, COUNTY
9 shall retain the right to administer this Agreement so as to verify that CONTRACTOR is
10 performing its obligations in accordance with the terms and conditions thereof.

11 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules
12 and regulations, if any, of governmental authorities having jurisdiction over matters the subject
13 thereof.

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

23 **X. HOLD-HARMLESS**

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

request, defend COUNTY, including its officers, agents and employees from any and all costs and expenses (including attorneys fees and costs), damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, including its officers, agents and employees under this Agreement, and from any and all costs and expenses (including attorneys fees and costs), 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, including its officers, agents or employees under this Agreement.

XI. 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

1 damages of not less than Fifty Thousand Dollars and No/100s (\$50,000.00), or such coverage
2 with a combined single limit of Five Hundred Thousand Dollars and No/100s (\$500,000.00).
3 Coverage shall include owned and non-owned vehicles used in connection with this
4 Agreement.

5 C. Worker's Compensation

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

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

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

1 shall apply as primary insurance and any other insurance, or self-insurance, maintained by
2 COUNTY, including its officers, agents and employees, shall be excess only and not
3 contributing with insurance provided under CONTRACTOR'S policies herein; and that this
4 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
5 written notice given to COUNTY.

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

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

12 **XII. MODIFICATION**

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

15 **XIII. NON-ASSIGNMENT**

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

18 **XIV. AUDITS AND INSPECTIONS**

19 The CONTRACTOR shall at any time during business hours, and as often as
20 the COUNTY may deem necessary, make available to the COUNTY for examination all of its
21 records and data with respect to the matters covered by this Agreement. The CONTRACTOR
22 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such
23 records and data necessary to ensure CONTRACTOR'S compliance with the terms of this
24 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).

XV. NOTICES

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

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

CONTRACTOR: _____

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.

XVI. 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.

XVII. CONFORMANCE WITH ALL APPLICABLE LAWS

CONTRACTOR shall provide all of the EM Units and Monitoring Services, as described in this Agreement, and perform all of its other obligations hereunder, in compliance with any and all 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.

XVIII. ENTIRE AGREEMENT

This Agreement, including all Exhibits hereto, 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.

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

CONTRACTOR

[Name of CONTRACTOR]

COUNTY OF FRESNO

Name
Title

Susan B. Anderson
Chairman, Board of Supervisors

Date: _____

Date: _____

ATTEST:
Bernice Seidel, Clerk to Board of Supervisors

By _____
Deputy

REVIEWED & RECOMMENDED
FOR APPROVAL:

Linda M. Penner, Chief Probation Officer

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

By _____
Deputy

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

FOR ACCOUNTING USE ONLY:

By _____
Deputy

Org. No.:
Acct. No.:

EXHIBIT A

EM UNIT AND MONITORING SERVICE PRICING SCHEDULE (DAILY RATE)

____(model#)_____ EM Unit* \$_____

*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.

(INSERT PDF OF EXHIBIT B – Page 1)

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(INSERT PDF OF EXHIBIT B – Page 2)

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EXHIBIT C

ELECTRONIC MONITORING UNIT

ASSIGNMENT OF RESPONSIBILITY FORM

Offender's Name: _____ COUNTY ID#: _____

Monitor/Receiver # _____ Transmitter #: _____

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