



ORIGINAL

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✓ # 200863
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**CENTRAL STATION
SECURITY SYSTEMS**

401 W. LINCOLN AVE. • ANAHEIM, CA 92805-2911 • STATE LICENSE NO. ACO 001654 • (800) 843-8526 • FAX (714) 956-6264

AGREEMENT

THIS AGREEMENT made and entered into by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California (hereinafter referred to as "County") and SENTENCING ALTERNATIVES®, A Division of CSSS, INC.®, a California corporation duly qualified to conduct business in the State of California (hereinafter referred to as "Contractor").

The Agreement documents shall consist of the following made by reference a part hereof, and any inconsistency among these various Agreement documents or interpretation of this Agreement shall be resolved by giving the greatest weight to the documents in the order in which they are listed (the first being given the greatest weight):

Terms and conditions of this Agreement are as follows:

1. **LENGTH OF AGREEMENT:** This agreement shall be for the period of one year , commencing on the date executed below. Thereafter, the agreement shall be automatically renewed on an annual basis, unless notified in writing by either party, prior to 60 days of contract execution date.

2. **CONTRACTOR SERVICES:** Contractor agrees to provide County the following services:
 - a. **CENTRAL SYSTEM OPERATION:** Contractor shall provide the central computer hardware and software necessary for the operation of County's equipment, and a 24-hour continuous monitoring of County's equipment. *Contractor insures that all persons having access to its computer system, database, or records of County, are licensed as Alarm Agents through the Department of Consumer Affairs, Bureau of Collection and Investigative Services, and have signed a Confidentiality Agreement. All information is kept in the strictest confidence.*

 - b. **DRUG-FREE WORKPLACE:** Contractor represents that its facility shall remain classified as a "Drug-Free Workplace" in accordance with the California standards established in SB1120, *The Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.)*, and all employees have signed an agreement to adhere to the conditions of this policy.

- c. **NONDISCRIMINATION:** Contractor represents that its facility shall remain non-discriminatory in compliance with *Government Code Section 12990 and California Code of Regulations, Title 2, Division 4, Chapter 5* in matters relating to the development, implementation and maintenance of a nondiscrimination program.
- d. **REPORTS:** Contractor shall provide all reports as directed by County.
- e. **VIOLATION REPORTS:** Contractor shall furnish 24-hour violation notification(s) as specified by the County.
- f. **INSURANCE:** Company agrees to maintain in full force and effect a minimum of \$1,000,000.00 liability and errors and omissions insurance. Contractor will provide a Certificate of Insurance to County, with the provision that County be notified in writing prior to the policy being terminated.
3. **IN CONSIDERATION** for services and equipment supplied by Company, Contractor agrees to pay Company a rental for their offender monitoring equipment in accordance with *SCHEDULE A*, on a per unit, per day basis of active monitoring. Company will bill in arrears the pro rata portions for daily rate of systems placed in service during the month, and payment will be due upon receipt of invoice. New products supplied by Company will be also made available through this existing contract, and an addendum to pricing *SCHEDULE A* will be supplied as they become available.
4. **DAMAGE, THEFT, & TAMPERING:** County agrees to be responsible for equipment delivered by Contractor. County assumes complete responsibility for any and all damages, theft, tampering, or misuse of hardware delivered to it by Contractor, no matter by whom, "normal wear and tear" excepted. Alterations or misuse shall be considered to be damage or tampering. Any cost of equipment replacement or repair due to damage, theft, tampering or misuse shall be paid by County. All repairs or replacements shall be charged to County at manufacturer's invoice price, plus 15% for handling and shipping. County agrees to pay Contractor all invoiced repair or replacement costs within thirty (30) days of receipt of invoice.
5. **INDEMNITY (Required by insurance carrier):** County agrees to indemnify, defend, and save harmless, Contractor, Contractor's agents, officers, employees and subcontractors from or against any and all liability and expense, including defense costs, legal fees, and claims for damages of any nature whatsoever, arising out of consequential, or other probationers or offenders or others monitored thereby, including but not limited to bodily injury, death, personal injury, or property damage, including to the property of the County, arising from or connected with County's operations and/or use of the system provided hereunder.

6. **INDEPENDENT CONTRACTOR STATUS:** This agreement is not intended, and shall not be construed, to create a relationship of agent, employee, partnership, joint venture, or association, as between County and Contractor. Contractor also understands and agrees that all employees of Contractor furnishing services to County pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Contractor and not County.
7. **REASONABILITY FOR IMPLEMENTATION OF PROGRAM & OF ASSIGNMENT OF OFFENDERS & CHOICE OF SYSTEMS/UNITS:** County is solely responsible for the decision to implement a Home Detention Monitoring Program. County assumes sole responsibility for the choice of equipment used. County is responsible for establishing terms and conditions of program including, but not limited to, Offender's schedule, identity of Offender's supervising authority and length of program. County understands that electronic monitoring systems and units are intended solely for the purpose of identifying the presence or absence of a person under specific circumstances, that the products are not impervious to tampering or misuse and that electronic monitoring is not the same as incarceration in jail or other secure facility.
8. **AMENDMENTS:** Any modification to this Agreement must be in writing, signed by both parties.
9. **ARBITRATION:** Any controversy or claim arising out of this contract, or breach thereof, except controversies involving less than \$5,000.00, shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and the judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.
10. **ATTORNEY FEES:** In the event of a dispute between the parties hereto, the prevailing party shall be entitled to reasonable fees and costs.
11. **ADMINISTRATOR:** The County Officer or employee with responsibility for administering this Agreement is Ken Cater, Chief Probation Officer, Probation Department, or successor.
12. **DEFAULT, TERMINATION AND CANCELLATION:**
 - A. **DEFAULT:** Upon occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time of cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

12 A. (Continued) Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time of the cure has expired

B. BANKRUPTCY: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. CEASING PERFORMANCE: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. TERMINATION OR CANCELLATION WITHOUT CAUSE: County may terminate this Agreement in whole or in part thirty (30) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for Agreement resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a notice of Termination, Contractor shall promptly discontinue services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

E. FISCAL CONSIDERATIONS: The parties of this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget, but that final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give Notice of Cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation. <END>

-- COUNTY OF EL DORADO --

Dated: June 21, 1995

By: J. Mark Neilsen
J. Mark Neilsen
Chairman, Board of Supervisors
"County"

ATTEST: Dixie L. Foote
Clerk of the Board of Supervisors

By: Margaret E. Moody Dated: 6/20/95
Deputy Clerk

-- CONTRACTOR --

Dated: 5/11/95

By: Robert M. Johnson
Robert M. Johnson
President & C.E.O.
"Contractor"

SCHEDULE A

(NOTE: ALL OF OUR MONITORING RECEIVERS ARE EQUIPPED WITH THE "OFFICER NEEDS ASSISTANCE" NOTIFICATION.)

Daily Unit Rate 60 Month Rental
(Both initial and any additional)

HOME MONITORING EQUIPMENT NUMBER OF UNITS: UNLIMITED

| | | | | | |
|-----------------|-----------------|-----------------|-----------------|-------------------|-----------------------|
| <i>95/96</i> | <i>96/97</i> | <i>97/98</i> | <i>98/99</i> | <i>99/2000</i> | |
| <u>1st Year</u> | <u>2nd Year</u> | <u>3rd Year</u> | <u>4th Year</u> | <u>5th Year</u> | |
| \$5.50 | \$5.00 | \$4.50 | \$4.00 | \$3.50 | <i>3.00 Daily fee</i> |

*June 1st 2000
let them
know*

SHIELD® VIOLENCE PREVENTION SYSTEM NUMBER OF UNITS: UNLIMITED

| | | | | |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| <u>1st Year</u> | <u>2nd Year</u> | <u>3rd Year</u> | <u>4th Year</u> | <u>5th Year</u> |
| \$11.50 | \$11.00 | \$10.50 | \$10.00 | \$9.50 |

MULTIPLE OFFENDER® MONITORING SYSTEM
(Up to 40 offenders monitored, minimum 10 transmitters per system)

| | | | | |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| <u>1st Year</u> | <u>2nd Year</u> | <u>3rd Year</u> | <u>4th Year</u> | <u>5th Year</u> |
| \$3.00 | \$2.50 | \$2.00 | \$1.50 | \$1.00 |

DRIVE-BY MONITORING EQUIPMENT NUMBER OF UNITS: UNLIMITED (1st Unit Free)

| | | | | |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| <u>1st Year</u> | <u>2nd Year</u> | <u>3rd Year</u> | <u>4th Year</u> | <u>5th Year</u> |
| \$3.50 | \$3.00 | \$2.50 | \$2.00 | \$1.50 |

STAND-ALONE TRANSMITTERS
(Used with the Drive-By monitor)

| <u>1st Year</u> | <u>2nd Year</u> | <u>3rd Year</u> | <u>4th Year</u> | <u>5th Year</u> |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| \$3.00 | \$2.50 | \$2.00 | \$1.50 | \$1.00 |

All of the above prices include:

1. Unlimited warranty.
2. Initial Programming.
3. Initial training seminars.
4. Delivery to your location(s).
5. "Officer Needs Assistance" notification pendants as needed.
6. Transmitter activation tools as needed.
7. All tamper bands.
8. All tamper locks.
9. Continuous monitoring by Sentencing Alternatives.
10. Reports sent via Facsimile or modem as required.
11. Replacement batteries for receivers.
12. Replacement batteries for all transmitters.

**GENERAL INSURANCE REQUIREMENTS
AGREEMENT #200-S9510**

Insurance: Contractor shall provide a certificate on the County's certificate of insurance form as proof of a policy of insurance satisfactory to the County Risk Manager, evidencing that Contractor maintains insurance that meets following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the County Risk Manager, or be provided through partial or total self-insurance likewise acceptable.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the agreement term, or for a period of not less than one (1) year. New certificates of insurance are subject to approval of the County Risk Manager and Contractor agrees that no services shall be performed prior to such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this agreement.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as operations under this agreement are concerned. This provision shall apply to liability requirements of sub-paragraphs B. and C. hereinabove only.

**GENERAL INSURANCE REQUIREMENTS
AGREEMENT #200-S9510**

- I. Contractor insurance shall be primary as respects the County. Any insurance maintained by County shall be excess of Contractor and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared and approved by County. At County's option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County.
- L. The insurance companies shall have no recourse against the County for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing requirements and shall survive expiration of this agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this agreement for not less than three (3) years following completion of this agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by contracting County Department either independently or in consultation with the County Risk Manager, as essential for protection of the County.

**SENTENCING ALTERNATIVES**

A DIVISION OF CSSS, INC. ®


ELECTRONIC MONITORING • THE SHIELD • SINGLE & MULTIPLE OFFENDER SYSTEMS



401 WEST LINCOLN AVE • ANAHEIM, CA 92805-2911 • TELEPHONE 800/366-5866 • FAX 800/664-4940 • WORLD WIDE WEB: [HTTP://WWW.SENTALT.COM](http://www.sentalt.com)

May 15, 2000

TO: All Customer Agencies and Providers

FROM: Vic Dominguez, Vice President 

REF.: Revised Drive-by Policy

This memo is to advise you that, due to pressing inventory demands, we have been forced to revise our policy of a free drive-by with every contract. As of the date of this memo, only Agencies/ Providers with an average minimum of 10 offenders on line at all times will qualify for the free drive-bys. If you qualify, please disregard this memo. If you do not, please return your drive-by no later than Wednesday, May 31, 2000 in order to avoid a daily charge in your June bill.

Please call me if you have any questions or concerns about this revised policy. Your understanding in this matter is greatly appreciated.