MARIPOSA COUNTY
BOARD OF SUPERVISORS

AGENDA ACTION FORM

DATE: August 15, 2000

DEPARTMENT: Probation
BY: Pete Judy
PHONE: (209) 966-3612

AGENDA ITEM NO.: 5E

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes _ No X_)

Adopt this resolution authorizing the Chief Probation Officer to enter into contract with Sentencing Alternatives to provide electronic monitoring equipment and monitoring service for probationers ordered by the court detained on house arrest.

Mariposa County currently has an informal agreement with Madera County to provide electronic monitoring services at the rate of $10.00 per day per person. The service provided by Madera County has not been satisfactory. The equipment often times does not operate properly and a considerable amount of time is lost attempting to troubleshoot the problem for Madera County.

Sentencing Alternatives is a nationally recognized company that contracts to local government agencies for electronic monitoring services. They will provide the equipment and monitoring service at a rate of $5.00 per day per person resulting in a $5.00 per day per person savings to Mariposa County. Sentencing Alternative’s track record for providing quality service and excellent equipment will also save valuable probation staff time currently being wasted while dealing with Madera Counties problematic equipment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

None on this Board Action.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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<tr>
<th>COSTS:</th>
<th>(x) Not Applicable</th>
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<tbody>
<tr>
<td>A. Budgeted current FY</td>
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<td>B. Total anticipated costs</td>
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<td>C. Required additional funding</td>
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<td>D. Internal transfers</td>
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<tr>
<th>SOURCE:</th>
<th>( ) 4/5ths Vote Required</th>
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<tr>
<td>A. Unanticipated revenues</td>
<td>$</td>
</tr>
<tr>
<td>B. Reserve for contingencies</td>
<td>$</td>
</tr>
<tr>
<td>C. Source description: Balance in Reserve for Contingencies, if approved:</td>
<td>$</td>
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SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:


CLERK’S USE ONLY:

Res. No.: Ord. No.

Vote - Ayes: Noes: Abstained:

Approved: ( ) Denied

( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: Deputy

ADMINISTRATIVE OFFICER’S RECOMMENDATION:

This item on agenda as:

[ ] Recommended
[ ] Not Recommended
[ ] For Policy Determination
[ ] Submitted with Comment
[ ] Returned for Further Action

Comment:

C.A.O. Initials

Action Form Revised 5/92
SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into as of the 30th day of June, 2000 by and between the County of Mariposa, California ("Customer") and SENTENCING ALTERNATIVES®, A Division of CSSS, INC.®, a California corporation ("Contractor"), as regards to the implementation and use of their Home Detention Monitoring Services.

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 June 30, 2000. Thereafter, the Agreement shall be automatically renewed on an annual basis, unless notified in writing by either party, prior to 60 days of Agreement execution date.

2. CONTRACTOR SERVICES: Contractor agrees to provide Customer the following services:
   a. MONITORING OPERATION: Contractor shall provide 24-hour, continuous monitoring of offenders placed by Customer upon Customer’s home detention program using equipment selected and furnished by Contractor. Contractor insures that all persons having access to its computer system, database, or records of Customer, are licensed through the Department of Consumer Affairs, Bureau of Security and Investigative Services of the State of California (which requires a background criminal investigation). 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 Customer.

e. **VIOLATION REPORTS**: Contractor shall furnish 24-hour violation notification(s) as specified by the Customer.

f. **INSURANCE**: Contractor agrees to maintain in full force and effect a minimum of $1,000,000.00 liability and errors and omissions insurance.

3. **IN CONSIDERATION** for services supplied by Contractor, Customer agrees to pay Contractor for their monitoring services in accordance with *SCHEDULE A*, on a per offender, per day basis of active monitoring. Contractor will bill in arrears the pro rata portions for daily rate of offenders placed on the Customer’s home detention program during the month, and payment will be due upon receipt of invoice. As Contractor upgrades equipment, adds new technology or expands its services, Contractor is required to provide Customer an addendum to *SCHEDULE A* listing these additions. And, if Customer so desires, this new equipment, technology and/or services will be made available through this existing Service Agreement.

4. **DAMAGE, THEFT, & TAMPERING**: Customer assumes responsibility for any and all damages or theft of equipment utilized by Contractor in providing electronic home detention monitoring services, "normal wear and tear" excepted. All repairs or replacements to Contractors equipment shall be charged at manufacturer's invoice price, plus 15% for handling and shipping.

5. **LIABILITY**: It is understood and agreed that Contractor is not an insurer, that if insurance is desired to protect Customer, it shall be obtained by the Customer; that the payments provided for herein are based solely on the value of the monitoring service as set forth herein and are unrelated to the liability that could occur from the acts of an offender: that Contractor makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting consequences because of among other things:
a) The uncertain amount of damage by the occurrences which the system or service is designed to detect or avert;

b) The uncertainty of the response time of Customer or any law enforcement agency, should law enforcement be dispatched as a result of a signal being received;

c) The inability to ascertain what portion, if any, of any damage which would be proximately caused by Contractors' failure to perform or by its equipment to operate;

d) The nature of the service to be performed by Contractor.

Customer understands and agrees that if Contractor should be found liable for damages due to a failure of the equipment or service in any respect whatsoever, Contractors' liability shall be limited to One Thousand Dollars ($1000.00), or three months of revenue charges for that individual, whichever is greater, and this liability shall be exclusive; and that the provisions of this section shall apply if damage, irrespective of cause or origin results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of Contractor, its agents, assigns or employee.

In no event does Contractor assume any responsibility or liability for the acts that may be committed by persons and/or participants that Customer places on the electronic monitoring program. Customer agrees to hold harmless and indemnify the Contractor, its officers, agents and employees from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services 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 Customer and Contractor. Contractor also understands and agrees that all employees of Contractor furnishing services to Customer pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Contractor and not Customer.

7. **REASONABILITY FOR IMPLEMENTATION OF PROGRAM & OF ASSIGNMENT OF OFFENDERS & CHOICE OF SYSTEMS/UNITS:** Customer is solely responsible for the decision to implement a Home Detention Monitoring Program. Customer assumes sole responsibility for the for the selection of the offender to be placed upon Customer’s home detention program. Contractor shall be responsible for the selection of the equipment used in providing monitoring services for Customer’s home detention program. Customer 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.
Customer 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 Agreement, 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.

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**CSSS, INC..**

Contractor

**Robert Johnson, President**

By

401 W. Lincoln Ave.
Address

Anaheim, Ca 92805-2911
City State Zip

Ms. Cathi L. Dominguez
Accounting Dept. Contact

(800) 843-8526
Phone Number

(800) 707-8818
Fax Number

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**COUNTY OF MARIPOSA, CALIFORNIA**

Customer

**Patti Judy, Chief P.O.**

By PO Box 76

5091 Bullion St
Address

MARIPOSA CA 95338
City State Zip

**BARBARA CARROLL**
Accounting Dept. Contact

209 966-3612
Phone Number

209 742-5961
Fax Number
SCHEDULE A

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

HOME MONITORING EQUIPMENT
NUMBER OF UNITS: UNLIMITED

<table>
<thead>
<tr>
<th>Year</th>
<th>1st Year</th>
<th>2nd Year</th>
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SHIELD® VIOLENCE PREVENTION SYSTEM
NUMBER OF UNITS: UNLIMITED

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

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DRIVE-BY MONITORING EQUIPMENT
NUMBER OF UNITS: UNLIMITED
(1st Unit Free with minimum of 10 units on line)

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

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VICAP Enrollment Fee  $5.00
VICAP  $4.50
VICAP (Camera Only)  $4.00
VICAP with Active Unit  
\[ \begin{array}{c|c|c}
 & 1^{st} \text{ Year} & 2^{nd} \text{ Year} \\
\hline
$9.00 & $8.50 & $8.00 \\
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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.
10. Reports sent via Facsimile or modem as required.
11. Replacement batteries for receivers.
12. Replacement batteries for all transmitters.
SCHEDULE A

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

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Page 1 of 2
Founded in 1978, our company has been continuously providing nationwide 24-hour electronic monitoring utilizing cutting-edge technology.

Our highly trained professional personnel adhere to procedures that have advanced the standards of the industry.

Operator training is rigorous and thorough. Operators are on duty 24 hours a day.

We use a sophisticated computer system for our monitoring, not a PC. Our system is triple redundant for absolute reliability. Our redundant power system includes powerful stand-alone diesels. Our monitoring center is located in a UL listed facility, in close proximity to the central telephone exchange.
Single Offender Systems
Easy to Install, Comfortable Yet Secure

- Our standard system offers 1 million+ separate and distinct programmable frequencies.
- Single offender systems include a Drive-By Unit, Officer DURESS pendant, and a comfortable, yet secure, transmitter.

System Features
- Receiver memory bank.
- Programmable distance settings.
- 3 year transmitter battery life.
- Remote transmitter tamper reset capability.
- Tamper-detecting receiver has full battery back-up and remote programming capabilities.
- System hardware is designed for efficiency and comfort.
- Transmitter ankle device is curved, with a washable velcro band or optional heavy-duty hard plastic ankle strap.
- Sealed for personal hygiene. Device fits comfortably to the ankle.
- Tamper-resistant.

Transmitters and Receivers are designed for SINGLE systems and the MULTIPLE OFFENDER® Monitoring Unit as well as for The SHIELD® Violence Prevention System.

Options for the remote transmitter include soft or hard ankle strap.

MULTIPLE OFFENDER®
Monitoring Unit
Lowest Possible Fees!

Up to 40 individuals can be connected to the same system, utilizing ONE TELEPHONE LINE, ONE AC OUTLET AND ONE RECEIVER UNIT

- Very economical.
- Same features and high reliability as individual systems.
- Range up to 750 feet.
- Provides individual offender identification.
- Provides individual offender schedule.
- Provides individual offender monitoring.
EXCLUSIVE

Officer DURESS Pendant

If you're in serious trouble, how close is help?

INCLUDED IN EVERY SYSTEM:

- When the concealed Officer DURESS pendant is activated, local law enforcement is dispatched immediately to the location.
- Only the DURESS Feature offers this level of officer safety.
- Our systems automatically include unlimited on-duty devices at no cost.

The Officer Duress Pendant is an extra measure of safety and protection.

Stand-Alone Systems with Drive-By Safety & Convenience

With the hand-held Drive-By Unit, officers will know if clients are where they are supposed to be, or not supposed to be.

- No telephone line required
- No need to leave the vehicle
- No need to contact an offender inside a premise

For a more cost-effective, passive form of monitoring lower risk offenders, Sentencing Alternatives can provide stand-alone transmitters which can be supervised randomly by officers utilizing our 900MHz Drive-By Device. This type of supervision does not require a telephone line, and can allow for totally discreet supervision of offenders at work, school or home. Only you will know when or where the offender will be subject to being checked, and at the same time the officer never has to leave the comfort and safety of the automobile.

The Drive-By Unit is convenient and accurate.
The SHIELD®

Violence Prevention System

For Domestic Violence
Prevention, Stalking
Situations, etc.

Now, the same technology which enables effective home detention monitoring from Sentencing Alternatives can offer effective electronic monitoring for all types of restraining order situations.

SYSTEM FEATURES

- Law enforcement has a better opportunity to detect and de-fuse otherwise harmful, and even fatal, situations.
- A person under restraining order can be easily detected if he or she ventures into the restricted area and attempts to confront the intended victim.
- The victim is issued an emergency pendant for notifying the monitoring center of impending, immediate danger.
- When paging services are used, the monitoring center can immediately notify the victim remotely when a violation occurs.
- A remote proximity detection device will alert the victim if the offender attempts to make contact in public places.

A Proximity Sensor is another option for The SHIELD® Violence Prevention System. The sensor unit sounds an alarm when a person under the order approaches the victim, wherever they are.

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VICAP

Video Information Capture

With VICAP, we can remotely test and give your agency video proof of your client's breath alcohol level.

- Adjustable elevation for camera aiming.
- Automatic light source for better pictures.
- Bracket to position breath analyzer in optimal view for camera.
- Still color capture of offender and breath analyzer results.

The VICAP system transmits a full-color live video picture of the client along with the breath analyzer readout to the monitoring center. Results can be captured for the record as a still color photo.