



Jeffrey D. Bosworth
Chief Probation Officer

Probation Department Sierra County

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Hon. John P. Kennelly
Hon. Charles H. Ervin
Superior Court Judges

NOTICE OF MEETING AND AGENDA

COMMUNITY CORRECTIONS PARTNERSHIP (Criminal Justice Realignment- AB109/AB117)

Monday January 11, 2016

The Sierra County Community Corrections Partnership will meet on Monday, January 11, 2016 at 1:30 p.m., in the main courtroom, Courthouse, Downieville, CA. All interested persons are invited to attend.

Call meeting to order

1. Approval of Agenda.
2. Public Comment Opportunity. (Public comment is limited to three minutes per person and not more than three individuals addressing the same subject).
3. Approval of minutes of meeting held July 13, 2015.
4. Annual renewal of Electronic Monitoring Program.
5. New contract for at home alcohol testing device.
6. Confirmation of annual plan by CJRF (Fred Campbell).
7. Adjourn.



SIERRA COUNTY

COMMUNITY CORRECTIONS PARTNERSHIP

July 13, 2015 Meeting Minutes

CCP Meeting – Downieville – Courtroom

- 1. Call to Order and Introductions:** The Meeting was called to order by Chair Jeffrey Bosworth at 1:35 P.M.
- 2. Roll Call:** Executive Committee members present: Chairman Chief Jeffrey Bosworth, Judge William Pangman (designee of Presiding Judge John Kennelly), Tim Standley (Sheriff-Coroner), Larry Allen (District Attorney), and Jerry Lon Cooper (Public Defender). Absent Darden Bynum (Director Health and Human Services).
- 3. Regular Committee members:** Absent Scott Schlefstein (BOS).
- 4. Others present:** Michelle Anderson (Jail Supervisor), Caleb Nelson (Chief Deputy Auditor), Laura Marshall (Assessor/IT Manager), and Candy Corcoran (Probation Specialist/Drug Court Coordinator).
- 5. Agenda Approval.**

Laura Marshall clarified that she pulled the Phone System Upgrade funding request until she obtains the BOS purchasing approval. In the event the BOS approves this project Mrs. Marshall will bring the request back to the CCP agenda for next meeting.

Motion made by Judge Pangman to approve the posted agenda, seconded by Tim Standley. On vote of 5 AYES, the motion carried.

- 6. Public Comment Opportunity.**

Jeff Bosworth opened the public comment time. No comments.

- 7. June 08, 2015 Minutes Approval.**

Tim Standley moved to approve the minutes, seconded by Jerry Lon Cooper. On vote of 5 AYES, the motion carried.

8. Discussion/Action on proposed amendment to integrated CCP plan in light of jail services reduction to a “holding facility”.

Judge Pangman noted he has submitted a memo explaining the background on the new requirements of the jail as “holding facility” rather than as a Type 1 (24/7) facility.

Judge Pangman explained that Sheriff Standley is requesting two full time Deputy Sheriff Officers (redesignated existing staff or new staff) who will be carrying out jail transport and AB109 functions instead of one Correctional Officer and one Deputy Sheriff Officer as formerly requested by Sheriff Evans. Additionally, Sheriff Standley is requesting two new patrol units, Sheriff Standley is no longer requesting an exercise yard for the jail.

Judge Pangman presented an email from Fred Campbell informing that the latter will be able to assist the county with this modification to the CCP plan. Judge Pangman continued to explain that there is plenty of money left to cover this amendment cost in the Jail Study contract.

Sheriff Standley indicated he agrees with mentioned modifications.

Motion made by Tim Standley to approve amendment to SB678 Community Corrections Performance Incentive Act & AB 109 Public Safety Realignment Act Integrated Implementation Plan (CCP plan), seconded by Jeffrey Bosworth. On vote of 5 AYES, the motion carried.

9. AB109 Budget Requests and Confirmation

A. Sheriff’s Office request items

A.1 Reimbursement to S.O. for inmates housed under felony charge(s)

Chair Bosworth explained that the county doesn’t have a (24/7) jail anymore, for this reason housing inmates could be costly. The CCP could reimburse the Sheriff’s Office for inmates housed under felony charge (s).

Sheriff Standley distributed a one page report showing the historic cost of inmates under felony charges only, for the past quarter. The amount spent was \$ 13,041.73. Sheriff Standley clarified that the cost is variable; more arrests represent more cost and vice versa.

Motion made by Judge Pangman to approve payment for inmates housed under felony charge(s), seconded by Tim Standley. On vote of 5 AYES, the motion carried.

A.2 Assistance with Social Media archiving (crime prevention tool) approx. \$2,400

Sheriff Standley indicated that the Sheriff's Office would like to start a Facebook page as a tool to push out to the public both good and bad news. There are 39 counties in California that have Facebook accounts.

Sheriff Standley continue to note he met with other Sheriffs during a conference who reported that having a Facebook page has been beneficial for both the public and the offices.

Judge Pangman clarified that the Probation Department uses Facebook as a crime prevention tool monitoring probationers and the Sheriff's Office use would be as social media. County Counsel is not in favor of using Facebook as a social media because of legal concerns. The county could be considered a publisher of defamation for allowing the posting of public comments or information and subject to law suits or the county could be in violation to the First Amendment for not posting information and also be subject to law suits.

Laura Marshall added that the Sierra County Board of Supervisors has banned any county social presence on Facebook. The only reason that Probation has Facebook access is because the Scan Safe program paid out of the SB678 funding and that is for monitoring probationers, not for operating a Facebook page on the internet.

Sheriff Standley clarified that he is requesting \$2,400 to pay for archiving in case of Public Records Act request. Laura Marshall further reviewed that this social media archiving system preserves the record as it is posted.

Laura Marshall indicated that next Tuesday she will put a discussion/action item on the Board of Supervisors agenda to see if they would be approving a Facebook presence for county offices.

Following brief discussion and by consensus, the CCP Board tabled this matter until the Board of Supervisors takes action on it.

A.3 Purchase of two (2) patrol units; est. \$50k ea.

Chief Bosworth explained that when the jail was converted to a holding facility the exercise yard was no longer a requirement, but there is increased need for inmate transportation to and from contract jail facilities. For this reason the Sheriff has requested purchasing two new patrol cars for the Sheriff's Office. Sheriff Standley noted that \$ 50,000 covers the cost of one vehicle plus additional required installations for a total request of \$100,000.

A.4 Funding of two (2) additional deputies

For clarification, Judge Pangman added that the Sheriff is requesting two criminal justice realignment deputies instead of one Correctional Officer and One Deputy Sheriff Officer. Sheriff Standley confirmed this information.

The criminal justice realignment deputies could be either new hires or already hired officers with reassigned to realignment functions.

Motion made by Judge Pangman to approve items A.3 and A.4, seconded by Tim Standley. On vote of 5 AYES, the motion carried.

A.5 Purchase of twelve (12) Bullet Resistant Vests with 109 start-up funds. \$13k initially with \$6k being reimbursed via BVP Grant.

Sheriff Standley explained that there is a matching grant to pay for the vests, the grant application was set up for \$12,000 initially, but an additional vest was needed making an additional \$ 1,000 dollars for the county. The total cost of purchasing the vests is \$13,000.

The Sheriff's Office is required to pay up front, once the paid invoice is sent to the grant administrator the county will be reimbursed 50% of the invoice up to \$6,000. However the Sheriff's Office is responsible to pay \$7,000 and is requesting AB109 funding; since the Sheriff's Office interacts with probationers all the time.

Caleb Nelson suggested that it would be better to use general fund to pay up front for the cost of the vests, considering that it will be 100% refunded through the grant and AB109 funds. This is the best way to eliminate the double dipping of the grants.

By consensus, the CCP Board concurred with the Deputy Auditor's suggestion.

Motion made by Chair Bosworth to take \$7,000 out of the AB 109 startup contingency to reimburse the general fund for the cost of the bullet proof vest, seconded by Larry Allen. On vote of 5 AYES, the motion carried.

10. Request from IT on Fireeye Cybersecurity purchase – Laura Marshall

Information Systems Manager Laura Marshall indicated the county doesn't have cyber security applications running on the network. Fireeye Cybersecurity monitors the network, watches for malware it pings back to validate the web sites and quarantines the questionable data.

The Manager continued to note the Board of Supervisors has already approved the purchase of the FireEye Cybersecurity application. Laura Marshall requested of the CCP board realignment funding to reimburse \$ 9,327.70 to the general fund for the Sheriff's Office and Probation Department portion of the cost.

The Manager reviewed in detail distributed backup, explaining the cost breakdown.

Following brief discussion, the Board moved to approve the request.

Motion made by Jeffrey Bosworth to reimburse \$ 9,327.70 to the general fund utilizing 50% of SB678 funding and 50% of AB109 funding, seconded by Larry Allen. On vote of 5 AYES, the motion carried.

11. SB 678 Budget Confirmation

Chief Bosworth reminded the CCP committee that the SB 678 budget was reviewed in detail during the June CCP meeting. The work program was taken out, the only minor change is that SB 678 has increased its portion to pay for the Probation Specialist/ Drug Court Coordinator salary, in order to alleviate the AB 109 expenditures.

In response to Judge Pangman's inquiry, the Chief confirmed that the SB 678 budget adequately represents what Probation is doing.

Motion made by Judge Pangman to approve SB 678 budget for fiscal year 2015/16, seconded by Larry Allen. On vote of 5 AYES, the motion carried.

ADJOURN

At 2:25 p.m., with no further business, Chief Bosworth adjourned the meeting.

Next Meeting: August 17, 2015
Sierra Courtroom - Downieville, CA

Jeffrey Bosworth,
Chief Probation Officer
Chairman of the CCP

Electronic Monitoring Synopsis

There are several electronic monitoring (EM) programs authorized by statute, not all of which are utilized by Sierra County. Of the three that are used, only the first two listed are required to have the rules reviewed annually by the local board of supervisors. As for the third, the chief probation officer has the intrinsic authority to implement the program for those individuals subject to probation supervision.

In order to be eligible for either of the first two programs, the defendant must be approved by the court, after consultation with the district attorney and the public defender. After consulting with the sheriff, the chief probation officer will make the final decision as to which eligible individuals will participate in the program. It is extremely unlikely that anyone would be placed on either of the first two programs over the objection of the sheriff.

1203.016 PC: In lieu of jail sentence (post sentence)

This particular program allows for certain individuals to serve all or a portion of their jail sentence on electronic monitoring. In order to qualify for participation in Sierra County's Post Sentence Electronic Monitoring Program, the inmate must be serving a local sentence with no holds or outstanding warrants.

1203.018 PC: In lieu of bail (pretrial)

This program is targeted at individuals who cannot afford bail, but at the same time do not represent a safety risk to the community, yet for one reason or another are not an appropriate candidate for a release on their own recognizance.

1210.7 PC Persons on Probation

This portion of the program can be used on any individual who is subject to probation supervision. The program is used as an intermediate sanction between counseling and jail, as well as an aid to supervision when we feel the need to constantly monitor the individual's whereabouts.

Sierra County's EM program costs a little less than \$5 a day per person. In round numbers, it currently costs about \$80 a day to house someone in the Nevada County Jail (Juvenile Hall is even more). If each of the 928 days of EM had been spent in custody, rather than on EM, the extra cost to the county could have been as much as \$75,000.

Although there is a provision to bill individuals for the cost of the program in certain circumstances, participation is not based upon ability to pay. In other words, no one will be denied the opportunity to participate based upon their ability to reimburse the county for the cost of the program.

As previously stated, the rules for the post sentence program (1203.016 PC) and the pre-trial program (1203.018 PC) are required to be reviewed by the board on an

annual basis. Those rules are attached for the board's review. There are no proposed changes to the rules; they remain unchanged from those approved by the board last year. Below is a brief statistical review of the program since it began in early 2013.

Program	Indiv.	No.	Days	Sat	Tech	Conv
In Lieu of jail sentence: 1203.016	0	0	0	0	0	0
Pre-trial in Lieu of Bail: 1203.018	7	6	377	6	1	0
Probation:	8	11	431	8	3	0
Juveniles	3	4	120	3	1	0
TOTALS	18	21	928	17	5	0

KEY:

Probation:	All adults supervised by probation, including standard probationers, PRCS (parolees supervised by probation) and ICOTS (on probation in another state, but living and being supervised by Sierra County).
Individual	The number of different individuals who have been on that particular EM program (some have been on more than once). Example: one individual on EM on two separate occasions counts as one here.
Number	The number of different occasions that people have been on EM. Example: One individual with two separate instances of being on EM counts as two here.
Days	Total number of days on EM
Sat	Satisfactory: Completed time on EM without incident
Tech	Technical violation of program rules
Conv	Arrested and/or convicted of new offense while on EM

Results of technical violations

	Program	Date	Nature of violation & disposition
1	Pre-trial	8/2014	Use of marijuana, spent weekend in jail, released OR; No longer lives in county
2	ICOTS	5/2015	Avoiding supervision, returned to Nevada
3	PRCS	5/2013	Meth use; revoked 180 days in jail – has now left county
4	Misd Probation	12/2013	Absconded; warrant issued (family returned device) – lives in Reno
5	Juvenile	12/2015	School suspension, time on EM extended

1203.018 PC – Pre Trial Program

ELECTRONIC MONITORING RULES

- I. **Eligibility:** In order to qualify for participation in Sierra County's pre-trial electronic monitoring program, the inmate must be an inmate with no holds or outstanding warrants and one of the following circumstances must apply:
 1. have been held in custody for at least 30 calendar days from the date of arraignment pending disposition of only misdemeanor charges
 2. have been held in custody pending disposition of charges for at least 60 calendar days from the date of arraignment.
 3. The inmate is appropriate for the program based on a determination by the courts and/or chief probation officer that the inmate's participation would be consistent with the public safety interests of the community.
- II. **Basic Rules and Notices to the Defendant**
 1. I understand that any violations of these conditions may result in a return to custody without further order from the court.
 2. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
 3. Intentionally failing to return to the place of detention on time may be punished as escape (4532 PC). Intentionally damaging the equipment may be punishable as escape by force.
 4. Intentionally damaged or lost equipment may also result in formal misdemeanor/felony charges being filed with the court.
 5. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S. ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program
 6. I understand that willful failure to abide by the pre-determined schedule established by the Probation Officer may be cause for an arrest and return to custody without further order from the court.
 7. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my probation/PRCS. I further agree that the computer printout may be used as evidence in a Court of Law to prove said

violation. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence, and/or failing to follow the charging instructions will result in a return to custody without further order from the court.

8. In the event of loss or damage, I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring company. Reimbursement will be set up through the Probation Department.
9. I may be required to have a private residential phone line with basic service only. **(At the discretion of the probation officer)**. Optional services, such as call-waiting or call-forwarding, may not be allowed. Cordless phones and answering machines are not permitted while on this program. Computer internet services are not permitted unless they are on a separate line. These services must be removed within 5 days of being placed on the program.
10. I understand that it is my responsibility to advise all individuals residing in my residence of the rules and regulations of this program. All residents of the household and I will grant admittance to my home to any peace officer and or probation officer at any hour of the day or night.
11. I agree to notify the Probation Staff of any threatening or dangerous animals at my residence. Any threatening or dangerous animal at the offender's residence must be restrained or removed when any law enforcement officials are present.
12. I will keep my telephone in good repair and the line available for incoming calls. All telephone conversations will be limited to ten (10) minutes in duration or less.
13. I will not possess dangerous or deadly weapons.
14. I will not consume or possess any alcoholic beverages, illegal drugs, or narcotics. I will advise the Probation Officer of any prescription drugs I am required to take.
15. I understand that my employer may be contacted, either in person or by telephone, to verify my continued employment and working hours.
16. During any curfew period, if I am allowed to leave my residence I will proceed directly to and from the destination(s) that had/have been approved by the Probation Officer.
17. I will be financially responsible for any medical expenses incurred while participating in the Electronic Monitoring Program.

18. I will notify the Probation Officer as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.
19. I understand any expense for special adapters necessary in the installation of electronic equipment and/or the expense of phone calls incurred to monitor this equipment shall be at my own expense.
20. I understand that I may be billed up to \$10 a day (depending upon ability to pay) during this program. Inability to pay will not preclude me from participating in the program.
21. Willful failure to make payments as directed may result in my termination from the program (subject to ability to pay). Program failure does not guarantee program refunds

III. Additional Rules and Notices used on a case by case basis

- I understand that I will be required to stay within the interior premises of my home, and/or within the areas determined by the courts/probation while on the program.
- The primary use of voicemail for contacting the Probation Department is for emergency situations which necessitate my leaving my home at unauthorized times or to request a return call. I understand that leaving a message on **voicemail is NOT an authorization** to change my schedule or leave my home. I must obtain prior approval in person or by telephone from the Probation Officer to change my schedule
- I will submit any schedule change request at least one week in advance. I will supply any documentation requested by the Probation Officer to verify my schedule. Schedule change requests will be kept to a minimum to maximize the efficiency of the program.
- If released from work or any other program component earlier than usual, or if work or other program component is canceled for the day, I will immediately return to my residence and notify the Probation Officer.
- My assigned curfew is:
Monday – Friday: _____ p.m. to _____ a.m.
Saturday- Sunday: _____ p.m. to _____ a.m.

Holidays: _____ p.m. to _____ a.m.

I will only leave my residence during my assigned curfew for the following reasons:

- a) To attend work as **pre-approved** by the Probation Officer.
- b) To attend and participate in a treatment program or counseling as **pre-approved** by the Probation Officer.
- c) To attend to personal affairs as **pre-approved** by the Probation Officer.
- d) When directed to do so by emergency personnel, i.e. police, fire, paramedic, etc.
- e) When an emergency situation, such as serious illness or injury, or injury to my immediate family or myself necessitates my leaving the residence.
- f) In case of (d) and (e) I will immediately, or as reasonably practical, call the Electronic Monitoring Program and advise the Probation Officer of such incidents during business hours. If the incident occurs during non-business hours, I will call the Probation Officer's voice mail and explain the nature of my emergency or incident requiring me to leave. I will provide written proof of any incident to the EMP staff the next business day or as soon as reasonably practical.
- g) All other absences require the prior approval of the Probation Officer. I will be required to provide written documentation verifying these absences.

I will not enter the following exclusion zone(s):

1. _____

(reserved for additional terms)

IV. BASIC INSTRUCTIONS FOR WEARING THE EM DEVICE (tag)

1. Attach the charging device by clipping it to both sides of the tag
2. Light on front indicates contact with charger, not battery level
3. Remove the charger by gently detaching its clips from the tag
4. Charge 2 x day for 30 continuous minutes each time
5. If a 30 minute charge is skipped, charge for 60 continuous minutes
6. If you feel a low battery vibration (2 x every 10 min.) charge for 2.5 continuous hours
7. Do not charge while sleeping or driving
8. Do not submerge device in water (such as baths, pools, etc.)
9. Do not force a boot over device
10. A sock can be worn over and or under device
11. Device is hypoallergenic and cannot overheat
12. Do not tamper with the device
13. Do not expose to extreme temperature (below -4°F or above 131°F)

14. Notify probation immediately if a medical procedure requires removal of the tag
15. Do not press "status call button" on device unless specifically instructed
16. If the tag vibrates or beeps call your probation officer ASAP
17. If the light shines or blinks (when off charger) call your probation officer ASAP

1203.016 PC – Post Sentence Program

ELECTRONIC MONITORING RULES

- I. **Eligibility:** In order to qualify for participation in Sierra County's Post Sentence electronic monitoring program, the inmate must be serving a local sentence with no holds or outstanding warrants and be approved for participation by the court.

- II. **Basic Rules and Notices to the Defendant**
 1. I understand that any violations of these conditions may result in a return to custody without further order from the court.
 2. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
 3. Intentionally failing to return to the place of detention on time may be punished as escape (4532 PC). Intentionally damaging the equipment may be punishable as escape by force.
 4. Intentionally damaged or lost equipment may also result in formal misdemeanor/felony charges being filed with the court.
 5. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S. ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program
 6. I understand that willful failure to abide by the pre-determined schedule established by the Probation Officer may be cause for an arrest and return to custody without further order from the court.
 7. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my probation/PRCS. I further agree that the computer printout may be used as evidence in a Court of Law to prove said violation. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence, and/or failing to follow the charging instructions will result in a return to custody without further order from the court.
 8. In the event of loss or damage, I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring

company. Reimbursement will be set up through the Probation Department.

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10. I understand that it is my responsibility to advise all individuals residing in my residence of the rules and regulations of this program. All residents of the household and I will grant admittance to my home to any peace officer and or probation officer at any hour of the day or night.
11. I agree to notify the Probation Staff of any threatening or dangerous animals at my residence. Any threatening or dangerous animal at the offender's residence must be restrained or removed when any law enforcement officials are present.
12. I will keep my telephone in good repair and the line available for incoming calls. All telephone conversations will be limited to ten (10) minutes in duration or less.
13. I will not possess dangerous or deadly weapons.
14. I will not consume or possess any alcoholic beverages, illegal drugs, or narcotics. I will advise the Probation Officer of any prescription drugs I am required to take.
15. I understand that my employer may be contacted, either in person or by telephone, to verify my continued employment and working hours.
16. During any curfew period, if I am allowed to leave my residence I will proceed directly to and from the destination(s) that had/have been approved by the Probation Officer.
17. I will be financially responsible for any medical expenses incurred while participating in the Electronic Monitoring Program.
18. I will notify the Probation Officer as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.
19. I understand any expense for special adapters necessary in the installation of electronic equipment and/or the expense of phone calls incurred to monitor this equipment shall be at my own expense.
20. I understand that I may be billed up to \$10 a day (depending upon ability to pay) during this program. Inability to pay will not preclude me from participating in the program.

21. Willful failure to make payments as directed may result in my termination from the program (subject to ability to pay). Program failure does not guarantee program refunds

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I will submit any schedule change request at least one week in advance. I will supply any documentation requested by the Probation Officer to verify my schedule. Schedule change requests will be kept to a minimum to maximize the efficiency of the program.

If released from work or any other program component earlier than usual, or if work or other program component is canceled for the day, I will immediately return to my residence and notify the Probation Officer.

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Monday – Friday: _____ p.m. to _____ a.m.

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- c) To attend to personal affairs as **pre-approved** by the Probation Officer.
- d) When directed to do so by emergency personnel, i.e. police, fire,

paramedic, etc.

- e) When an emergency situation, such as serious illness or injury, or injury to my immediate family or myself necessitates my leaving the residence.
- f) In case of (d) and (e) I will immediately, or as reasonably practical, call the Electronic Monitoring Program and advise the Probation Officer of such incidents during business hours. If the incident occurs during non-business hours, I will call the Probation Officer's voice mail and explain the nature of my emergency or incident requiring me to leave. I will provide written proof of any incident to the EMP staff the next business day or as soon as reasonably practical.
- g) All other absences require the prior approval of the Probation Officer. I will be required to provide written documentation verifying these absences.

I will not enter the following exclusion zone(s):

1. _____

(reserved for additional terms)

IV. BASIC INSTRUCTIONS FOR WEARING THE EM DEVICE (tag)

1. Attach the charging device by clipping it to both sides of the tag
2. Light on front indicates contact with charger, not battery level
3. Remove the charger by gently detaching its clips from the tag
4. Charge 2 x day for 30 continuous minutes each time
5. If a 30 minute charge is skipped, charge for 60 continuous minutes
6. If you feel a low battery vibration (2 x every 10 min.) charge for 2.5 continuous hours
7. Do not charge while sleeping or driving
8. Do not submerge device in water (such as baths, pools, etc.)
9. Do not force a boot over device
10. A sock can be worn over and or under device
11. Device is hypoallergenic and cannot overheat
12. Do not tamper with the device
13. Do not expose to extreme temperature (below -4°F or above 131°F)
14. Notify probation immediately if a medical procedure requires removal of the tag
15. Do not press "status call button" on device unless specifically instructed
16. If the tag vibrates or beeps call your probation officer ASAP
17. If the light shines or blinks (when off charger) call your probation officer ASAP

ALCOHOL TESTING AGREEMENT

This SERVICES AGREEMENT (this “**Agreement**”) dated as of November 1, 2015, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company (“**Sentinel**”), having its principal place of business at 201 Technology Drive, Irvine, California 92618, and the Sierra County Probation Department (“**Customer**”) having its principal place of business at 100 Courthouse, 2nd Floor, Downieville, California 95936.

RECITALS

A. Sentinel is engaged in the business of providing the Services (as defined at Section 1.1) to community correctional and monitoring entities.

B. The Customer desires to supervise a certain portion of their offenders via an alcohol testing program that is to monitor the offender through one of the different levels of monitoring provided by Sentinel. Additional services may be provided as needed.

C. Sentinel and Customer desire to enter into a relationship whereby Sentinel shall provide the Services to Customer on the terms and subject to the conditions set forth herein including certain payments and considerations.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Services; Equipment; and Customer’s Responsibilities

1.1 Services to be Performed. During the Term (as defined at Section 3.1), Sentinel shall provide to Customer the services described at **Exhibit “A”** attached hereto (the “**Services**”). Sentinel shall provide the Services by qualified personnel in a professional manner. SENTINEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer acknowledges that Sentinel’s ability to provide the Services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by Customer of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by Customer, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wireline and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, Customer acknowledges that Sentinel is making no representation or warranty that the provision of Services will be made available without interruption or will operate error- free.

1.2 Equipment. During the Term, Sentinel shall provide and maintain certain equipment (“**Sentinel Equipment**”) in connection with its provision of the Services as set forth in **Exhibit “B”** attached hereto (“**Equipment**”). All Sentinel Equipment provided under this Agreement shall remain the sole and exclusive property of Sentinel. Sentinel Equipment shall be used in accordance with the instructions provided prior to program deployment and on-going as needed. The Customer shall pay to Sentinel the full replacement or repair costs for any alteration, tampering, damage, destruction or loss of such Equipment within 30 days of receipt of Sentinel’s invoice for such replacement or repair costs,

provided, however, that the Customer shall not be responsible for damage to Customer-Controlled Equipment that Sentinel determines was caused by ordinary “wear and tear.”

1.3 Customer’s Responsibilities. In addition to any other obligations of Customer set forth herein, Customer shall be responsible for the obligations set forth at **Exhibit “C”** attached hereto (“**Customer Responsibilities**”).

Section 2. Service Fees and Payments

2.1 Service Fees. Sentinel shall invoice the Customer monthly for all tracking and monitoring services provided (collectively, **Exhibit “D” Service Fees**) in accordance with the attached fee structure.

Section 3. Term; Termination; and Suspension

3.1 Term. This Agreement is effective as of November 1, 2015, and shall continue in full force and effect until October 31, 2016, (The “Initial Term”). This Agreement will be deemed to be renewed annually (“Renewal Term”) upon the expiration of the Initial Term, unless a party hereto notifies the other party thirty (30) days prior to renewal that this Agreement will be terminated or unless this Agreement is subject to early termination pursuant to Sections 3.2 or 9.12 (the “**Term**”).

3.2 Termination. Upon a party’s material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within 30 calendar days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.3 Rights Upon Termination. Upon termination or expiration of this Agreement:

(a) Sentinel shall immediately cease to provide the Services; *provided, however*, that Sentinel shall continue to provide the services described at **Exhibit “E”** attached hereto (“**Post-Termination Services**”);

(b) Each party shall return to the other party all copies of any Confidential Information (as defined at Section 5.1) or other materials received from the other party;

(c) Sentinel shall give to Customer all copies of Private Information (as defined at Section 5.3);

(d) Customer shall provide all outstanding payment of fees owed to Sentinel as agreed and acknowledged to under this Agreement as of the date of termination or expiration of this Agreement; and

(e) If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.

3.4 Suspension. Sentinel reserves the right, but assumes no obligation, to suspend performance immediately if, in Sentinel's reasonable judgment, Customer has materially breached any obligation set forth herein.

Section 4. Marketing

Customer agrees that Sentinel may include Customer's name in listings of Sentinel's customers.

Section 5. Confidentiality and Privacy

5.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party ("**Confidential Information**"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

5.2 Exclusions. The parties' obligations of non-disclosure and limited use set forth at Section 5.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving Party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law or judicial order, *provided* that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information, or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate.

5.3 Private Information. Sentinel acknowledges and understands that it may produce certain private information, records and other materials concerning inmates, probationers, juveniles and other private persons that are confidential ("**Private Information**"), the disclosure of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing this Agreement.

Section 6. Representations and Warranties

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a

valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; (c) such party need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement; and (d) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

Section 7. Acknowledgments

Customer acknowledges that Sentinel is providing the Sentinel Equipment and the Services specifically referenced in Exhibit A hereto. Sentinel is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participant offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by Customer. In addition, Customer acknowledges that Sentinel has not made any representation or warranty that the Services will be available without interruption or that they will be provided error-free. Customer assumes full responsibility for responding to alert signals and non-compliance reports indicating violations by participant offenders.

Section 8. Limitation of Liability

8.1 Disclaimer. Customer acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles and Customer's employees. SENTINEL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 8.1.

8.2 Service Availability. SENTINEL DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE ON A SPECIFIED DATE OR TIME OR THAT THE SERVICES WILL FUNCTION ON AN ERROR-FREE BASIS. AT ANY GIVEN TIME, THE EQUIPMENT OR SOFTWARE USED IN CONNECTION WITH THIS AGREEMENT MAY MALFUNCTION AND FAILURES IN THE SERVICES MAY OCCUR FROM TIME TO TIME. CUSTOMER AGREES THAT SENTINEL WILL NOT BE LIABLE FOR ANY DAMAGES OR HARMS, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, ILLNESS OR DEATH, THAT CUSTOMER OR CUSTOMER'S EMPLOYEES, AGENTS OR OTHER AFFILIATES MAY INCUR ARISING OUT OF SENTINEL'S OPERATIONS OR ITS PROVISION OF OR FAILURE TO PROVIDE THE SERVICES.

8.3 Limitation of Damages.

(a) EXCEPT FOR BREACH OF ANY CONFIDENTIALITY OR PRIVACY OBLIGATIONS SET FORTH AT SECTION 5, NEITHER PARTY, NOR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, REPRESENTATIVES, OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, REPRESENTATIVES, OR AFFILIATES FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING IN CONNECTION WITH THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Sentinel's aggregate liability to Customer relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed (i) the total amounts paid by Customer to Sentinel during the 12 month period immediately preceding the event which gave rise to Customer's claims or (ii) \$10,000, whichever is less.

Section 9. General Provisions

9.1 Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

9.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**overnight courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:

Sentinel Offender Services, LLC
201 Technology Drive
Irvine, California 92618
Telephone No.: (949) 453-1550
Facsimile No.: (949) 453-1554
Attention: Alan Velasquez, President

If to Customer:

Sierra County Probation Department
100 Courthouse, 2nd Floor
Downieville, California 95936
Telephone: (530) 289-3277
Attention: Jeffrey Bosworth, Chief Probation Officer

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with this Section 9.2.

9.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated

herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

9.4 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Orange County, California, in accordance with the Rules of the American Arbitration Association then in effect. Any award issued as a result of such arbitration shall be final and binding between the parties thereto, and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The arbitrator(s) shall have the right to award costs to the prevailing party and shall be bound by limitations on liability or remedies set forth in this Agreement.

9.5 Governing Law And Choice Of Forum. This Agreement shall be construed and governed in accordance with the internal laws of the State of California. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, or to enforce the decision of an arbitrator rendered in accordance with Section 9.4, the parties agree that such action will be brought in the Orange County Superior Court or in the U.S. District Court for the Central District of California, Orange County Division, and the parties hereby submit to the exclusive jurisdiction of said courts.

9.6 Attorney's Fees. In the event of any action, claim or arbitration between the parties hereto relating to the Agreement or the breach, the prevailing party in such action shall be entitled to recover from such other party the costs and expenses of such prevailing party, including reasonable fees of attorneys and other advisors, incurred in taking or defending such action or claim.

9.7 Nonsolicitation of Employees. The undersigned parties agree not to solicit, hire or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.9 Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

9.10 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.11 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9.12 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control (a "**Force Majeure Event**"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs.

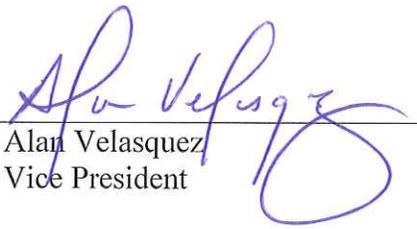
9.13 Independent Contractors. Sentinel and Customer are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the day and year first above written.

“Sentinel”

“Customer”

By: 
Its: Alan Velasquez
Vice President

By: _____
Its: Jeffrey Bosworth
Chief Probation Officer

By: _____
Its: _____

EXHIBIT "A"

THE SERVICES

- **Basic Services**

Sentinel will provide alcohol testing equipment that is to be used by the Customer. The selection of offenders to participate in this program shall be compatible with the welfare of society as determined by the Customer who shall bear all responsibility for program participants. Any other monitoring and equipment that may be required to meet the needs of the program may be added to this agreement at agreed upon daily rates.

- **Training Services**

Sentinel will train the required individuals from the Customer in order to allow the program to be administered properly. Training shall be accomplished via webinar sessions.

- **Hours of Operation**

The Sentinel offender monitoring software operates 24 hours a day, 7 days a week, 365 days a year. Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year.

- **Reports**

For activity information, the Customer will be able to access our software through either a standard computer or laptop connection. Report format may be modified to better meet the needs of the program.

- **Record Retention**

All program data will remain accessible for a period of five (5) years. Retrieval of current client records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel.

EXHIBIT "B"

EQUIPMENT

As required by this Agreement, Sentinel will provide to the Customer the required amount of monitoring equipment in order for successful operation of the program. This equipment will be provided at no cost to the Customer.

All equipment used by offenders on this program, will be the sole responsibility of said offender. All program participants will be required to sign a "Participant Contract" that shall be used in a Court of Law in the event that the equipment is damaged, lost, stolen, or not returned by the participant either during or upon completion of his participation in the Electronic Monitoring Program.

DAMAGED/LOST/STOLEN EQUIPMENT SCHEDULE

Portable Breath Alcohol Testing Unit	\$ 850.00
Charging Cords	\$ 25.00
Carrying Case	\$ 15.00
Residential BAT Unit	\$ 975.00

EXHIBIT "C"

CUSTOMER RESPONSIBILITIES

Customer will be responsible for the safekeeping of the equipment in the interim between its use on program participants. Customer agrees to maintain equipment in a safe and secured location as to prevent any theft or damage due to negligence. Customer understands that the daily limited, maintenance of the equipment will be the responsibility of its personnel.

EXHIBIT "D"

SERVICE FEES

Portable Breath Alcohol Testing	\$5.75/day
Residential Breath Alcohol Testing	\$3.95/day
Device Blow Tubes (set of 20 Tubes)	\$ 25.00
Monitoring Center Support 24/7	No Cost
Webinar Training	No Cost

- **Note: No Cost for Shelf Stock equal to 10% of active unit count. Excess stock will incur shelf fee of \$1.50/day**
- **Shipping provided via 3-4 day ground transit at No Cost to the Customer. Express or overnight shipments will be the responsibility of the Customer.**

EXHIBIT "E"

POST-TERMINATION SERVICES

In the event that either party terminates this agreement, all procedures and requirements will be finalized according to the agreed upon manner. Sentinel will provide all services up until the expiration date of the contract, upon which it will be the Customer's responsibility to return all monitoring equipment and supplies that are in the possession of the Customer or an offender to Sentinel.

Sentinel will not be responsible for the monitoring of any offender once the agreement expiration date has past. Any monitoring services after said date will have to be described in writing, and consented to by both parties. Any fees associated with this hold over of services period will be due and payable in the same manner as all other fees were collected.

All program data will remain accessible for a period of five (5) years. Retrieval of current client records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel.