

TEMPORARY RESOLUTION NO. 60-19

PERMANENT RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO DISPENSE WITH COMPETITIVE BIDDING AND ENTER INTO A CONTRACT FOR ELECTRONIC MONITORING SERVICES FOR CRIMINAL OFFENDERS UNDER THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM TO BE UTILIZED BY THE FAIRFIELD COUNTY MUNICIPAL COURT

WHEREAS, the City can contract with Sentinel Offender Services, Inc. through the State of Ohio Cooperative Purchasing Program in lieu of the statutory competitive bidding process; and

WHEREAS, contracting for these services with Sentinel Offender Services, Inc. through their Master Agreement competitively bid and awarded through the State of Ohio Cooperative Purchasing Program will provide savings to the current cost of these services; and

WHEREAS, the Sentinel Offender Services, Inc. contract sets forth the cost for various types of electronic monitoring services with no annual contract fees or minimums and monthly contract costs based on actual services provided (see Exhibit A attached hereto); and

WHEREAS, all contract costs for electronic monitoring services utilized by the Fairfield County Municipal Court will be paid for from funding from the Fairfield County Commissioners pursuant to a Memorandum of Understanding between the County, City, and Municipal Court (see TR 59-19);

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO

SECTION 1. That the Mayor is hereby authorized to dispense with competitive bidding under the State of Ohio Cooperative Purchasing Program to contract with Sentinel Offender Services, Inc. for the provision of electronic monitoring services of criminal offenders to be utilized by the Fairfield County Municipal Court at the Court's discretion. That the contract with Sentinel will be substantially similar to Exhibit A.

SECTION 2. That the costs of the Sentinel Offender Services, Inc. contract will be funded and paid by the Fairfield County Commissioners, in addition to any funding the County is required by statute to provide for the operation of the Court, pursuant to a separate Memorandum of Understanding.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_ after \_\_\_\_\_ reading. Vote: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Clerk: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Offered by: \_\_\_\_\_

Second by: \_\_\_\_\_

Requested by Finance Committee

**PARTICIPATING ADDENDUM  
 NASPO ValuePoint  
 (formerly WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION)  
 Electronic Monitoring of Offenders  
 Administered by the State of Washington (hereinafter "Lead State")**

MASTER AGREEMENT  
 Sentinel Offender Services, LLC  
 Master Agreement No: 00212  
 (hereinafter "Contractor")

And

Fairfield County, Municipal Court  
 (hereinafter "Participating State/Entity")

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1. **Scope:** This addendum covers the Optional Use Contract for Electronic Monitoring System and State of Ohio Department of Administrative Services (DAS) Contract Number OT903916, EFFECTIVE 1/05/2016 to 12/31/2019, with options to extend through 12/31/2022. Under this Participating Addendum, DAS has agreed to participate in a multi-state contract led by the State of Washington for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. **Participation:** Use of specific NASPO ValuePoint (formerly WSCA-NASPO) cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:**  
 (These modifications or additions apply only to actions and relationships within the Participating Entity.) Please refer to the following Attachments that are incorporated into this agreement:

- 1) Attachment A – State of Ohio and/or Fairfield County Standard Terms and Conditions
- 2) Attachment B – Program Service Fees and Payments

4. [Reserved]

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name	Mike Dean
Address	Sentinel Offender Services, LLC 201 Technology Drive Irvine, CA 92618
Telephone	(800) 496-4882
Fax	(800) 327-1178
E-mail	<a href="mailto:Mdean@sentineladvantage.com">Mdean@sentineladvantage.com</a> ;

**Participating Entity**

Name	Jackie Long, Court Administrator Fairfield County Municipal Court
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Address	136 W. Main Street; Lancaster, OH 43130
Telephone	(740) 687-6620 Ext. 3330
Fax	
E-mail	jlong@fcmcourt.org

6. [Reserved]

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Fairfield County Municipal Court:	Sentinel:
By:	By:
Name:	Name: Dennis Fuller
Title:	Title: Chief Financial Officer
Date:	Date:

[Additional signatures as required by Participating State]

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**Attachment A**

**State of Ohio and/or Fairfield County Standard Terms and Conditions**

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**Attachment B**

**Cost Proposal For The**  
**Fairfield County Municipal Court**

Sentinel Offender Services, LLC will provide all the equipment, monitoring services, and dedicated local staff for the Fairfield County Municipal Court Electronic Monitoring Program. Sentinels local staff will have the necessary training and skills to perform all aspects that come with the position, including equipment installation/removal and providing correctional agencies with updates on the offender population.

- + Equipment installation/removal and providing user agencies local support
- + Provide Court Testimony when needed
- + Manage inventory and consumables
- + Clean equipment when returned
- + Perform enrollments, installations, and retrievals
- + Provide trouble-shooting, maintenance, and inventory
- + Provide assistance with reports
- + Maintain fee collection efforts and data to user agencies, if the Sentinel Self-Pay option is chosen

**Equipment and Monitoring Services Active Daily Rate:**

- a) GPS Tracking and Location Based Monitoring - \$5.95
- b) Remote Breath Alcohol Monitoring - \$7.25
- c) SCRAM Transdermal Monitoring - \$11.75

**Also included in the above daily rate:**

- ✓ Spare allowance of GPS devices, at no cost
- ✓ Provision for Lost, Stolen, Damaged equipment, at no cost
- ✓ Web-based access to all participant data
- ✓ Unlimited zones
- ✓ 24x7x365 monitoring service in accordance with the notification protocol established with the Agency
- ✓ Violation notifications
- ✓ Daily summaries of participant (offender) activities
- ✓ Consumables and accessories for installing the device
- ✓ Training and support
- ✓ Offender-pay services at no additional charge

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- ✓ 24 hour, seven (7) days per week, local service and support and toll-free monitoring center assistance
- ✓ Court testimony, when requested

**Optional Drug Testing:**

- a) 12 Panel Redi-Test Dip - \$14.50
- b) GC/MS Confirmation - \$14.50

**Guardian Phone Application**

**Guardian Standard – \$4.00 per day**

- ✓ Active Tracking using the APP
- ✓ Zone Notifications
- ✓ Access to the software/ scheduling
- ✓ Text Messaging to the phone

**Guardian Confirm –Costs us \$5.00 per day**

- ✓ This includes everything in Standard Guardian
- ✓ Active Tracking using the APP
- ✓ Zone Notifications
- ✓ Access to the software/ scheduling
- ✓ Text Messaging to the phone

\* Includes the "Face to Face" or "Face Time" application so the officer can actual visibly see the client or the client's residence

**Guardian –Reporting – \$6.00 per call or one (1) check in per month**

Includes a one time a month check in where the client answers the questions on the form and submits it to the officer.  
There is no tracking or Guardian Confirm

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**Offender Self-Pay Option**

***Sentinel Self Pay Program***

Sentinel recognizes the budget concerns facing government corrections agencies nationwide, including in Fairfield County. The challenges of providing thorough supervision within budget constraints have resulted in many local and state programs charging the cost of electronic monitoring back to participants. Sentinel is experienced in the delivery of offender pay programs and has a self pay process in place that presently bills thousands of participants nationwide for the cost of their own electronic supervision.

Sentinel currently provides a full participant invoicing and accounting of all fees collected by participant on a monthly basis. Participant payments received are accounted for and reported at the end of each month as a credit against the monthly invoice to the agency. Sentinel has proven very successful in the collection of fees from participants who have demonstrated the ability to pay. Sentinel would like to offer our Self Pay Program to Fairfield County as a "Value Added" option.

***Overview of the Sentinel Self Pay Program***

Sentinel has developed a Self Pay program that saves agencies valuable time and money! By alleviating the administrative burden of collecting, processing, and reporting offender program fees, this program can save officers hours in research.

***How the Sentinel Self Pay Program Works***

When referring a participant to the Monitoring Program, officers would simply identify the participant as a Self Pay Program participant and indicates the daily rate to be collected. Then, Sentinel does the rest from collecting program fees directly from the participant and processing the fees to updating the client's Self Pay Status. Sentinel provides to the participant an easy-to-read monthly statement showing how much they have paid and the amount still owed. At the end of each month, the County would receive a comprehensive monthly report that includes a list of clients enrolled in the Self Pay Program and account status information. Funds collected directly from program participants are credited to the agency account and the County simply pays the outstanding balance. Under the Self Pay Program, the county is ultimately responsible for any uncollected or bad debt accrued by participants.

***The Benefit of using Sentinel Self Pay Program***

By Participating in the Sentinel Self Pay Program, agencies are able to:

- ❖ Stretch budgeted GPS Offender Monitoring dollars
- ❖ Saves time and other valuable resources
- ❖ Relieve the internal administrative burden of collecting, tracking, and reporting offender fees