

## AGREEMENT FOR HOME DETENTION AND ELECTRONIC MONITORING SERVICES

This Agreement, dated the 11 day of November, 2022, is made by and between Estrella Counseling Service ("Provider"), and El Mirage City Court ("Customer").

### Whereas:

- If a person ("Defendant") is sentenced to jail confinement by El Mirage City Court, the judge may substitute home detention and electronic monitoring for a portion of the jail term as provided in this agreement and as eligible under A.R.S. § 9-499.07.
- Provider agrees to provide home detention and electronic monitoring services to defendants as ordered by El Mirage City Court.
- Customer and Provider have agreed to the terms of this Agreement.

**TERM:** The term of this Agreement is for one year commencing on the date first set forth above ("Term"). Upon completion of the Term, this Agreement shall automatically renew for additional successive one (1) year terms, unless, thirty (30) days prior to the expiration of the then current Term, either party provides notice to the other party of such party's intent to terminate the Agreement at the conclusion of the then current Term.

**REQUIREMENTS OF THE HOME DETENTION AND ELECTRONIC MONITORING SERVICES:** A defendant utilizing the home detention and electronic monitoring services shall, as specified by the city court, comply with A.R.S. § 9-499.07. A defendant shall remain at home during the hours specified by the city court. A defendant shall submit to drug and alcohol testing as directed by the city court. The provider shall furnish home detention and electronic monitoring compliance reports for each defendant to the city court. The provider shall ensure that persons with limited English proficiency do not face any barriers accessing the home detention and electronic monitoring services provided. The provider and customer will make reasonable efforts to accommodate a defendant's inability to pay the fees set forth in A.R.S. § 9-499.07. The court may terminate a defendant's participation in the home detention and electronic monitoring program at any time and require the defendant to complete the remaining term of the jail sentence by jail confinement.

**PAYMENTS:** Provider bills and collects its fees for the home detention and electronic monitoring services directly from defendants. There is no cost to El Mirage City Court or City of El Mirage for the award of this contract. Provider is responsible for maintaining a fee schedule and recovering costs associated with the home detention and electronic monitoring services.

### MISCELLANEOUS PROVISIONS:

**Construction:** The parties intend this Agreement to be a valid and legal document. This Agreement shall be construed according to its fair meaning and not strictly for or against Provider or Customer, as if each of Provider and Customer had prepared it.

**Jurisdiction and Venue:** This Agreement shall be governed, interpreted, and construed under the laws of the State of Arizona, including, without limitation, all procedural laws and the applicable statute of limitations. Any default of this Agreement shall be deemed to have occurred in the State of Arizona.

**No Third-Party Beneficiaries:** This Agreement is intended for the exclusive benefit of Provider, Customer and Customer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

**Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**Headings:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

**Notices:** Notices to the parties hereto pursuant to this Agreement shall be given in writing and delivered by depositing them in the custody of the United States Postal Service (USPS), postage prepaid, addressed as set forth below for the respective parties. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice with USPS. Electronic signatures and copies of signatures will have the same effect as original signatures. The burden of proof of the place and time of delivery is upon the Party giving notice.

**Liability and Indemnification:** The parties agree that Customer shall not at any time or to any extent whatsoever be liable, responsible, or in any way accountable for any loss, injury, death or damage to persons or property from any cause or causes whatsoever which, at any time, may be suffered or sustained by Provider, its vendors, agents, employees, customers, invitees or licensees, or by any other person as it relates to the provision of home detention and electronic monitoring services. Provider agrees to indemnify and hold Customer harmless from any and all claims, liabilities, losses, damages, costs and expenses whatsoever arising out of any such loss, injury, death or damage.

**Acknowledgment:** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

**AUTHORITY OF SIGNER:** By signing below, the signer of this instrument on behalf of Customer certifies that he/she has all proper authority to bind Customer hereto, pursuant to its Articles, Bylaws, statutory or other charter, ordinances, laws, or any other rules governing such authority.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date and year first set forth above.

**Customer:**

**Provider:**

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Alexis A. Hermosillo, Mayor  
City of El Mirage  
10000 N El Mirage Road  
El Mirage, AZ 85335

/S/TONI KARRE\_\_\_\_\_  
Toni Karre, Director of Programs  
Estrella Counseling Service  
250 N Litchfield Road, Suite 150  
Goodyear, AZ 85338

  
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Michael Parascandola, Presiding Judge  
El Mirage City Court  
14010 N El Mirage Road, Suite C  
El Mirage, AZ 85335

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Sharon Antes, City Clerk

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Justin Pierce, City Attorney