AMENDMENT NO. 1 TO THE
INTERLOCAL AGREEMENT BETWEEN
CITY OF FIFE AND CITY OF TACOMA FOR
PROGRAM OF ELECTRONIC HOME MONITORING AND RELATED SERVICES

ONE-YEAR RENEWAL

The City of Tacoma and the City of Fife entered into an Interlocal Agreement on January 28, 2013, for the provision of Electronic Home Monitoring ("EHM") services. That Agreement provided an option for a one-year renewal upon the expiration of the original term.

The parties wish to renew the Agreement for one year with a new expiration date of December 31, 2015. Exhibit "A" to the original Agreement is replaced by the attached Exhibit "A." Exhibit "B" to the original Agreement is replaced by the attached Exhibit "B." All other provisions of the original Agreement remain in full force and effect.

CITY OF TACOMA

By: _____
T.C. Broadnax, City Manager

_____
Donald Ramsdell, Chief of Police

_____
Andrew Cherullo, Finance Director

APPROVED AS TO FORM:

_____
Deputy City Attorney

_____
Risk Manager

ATTEST:

_____ 2-9-2015
Doris Sorum, City Clerk

CITY OF FIFE

By: _____
Subir Mukerjee, Interim City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

ORIGINAL

EXHIBIT "A"

MINIMUM REQUIRED ELEMENTS OF ELECTRONIC HOME DETENTION PROVIDED BY FIFE TO TACOMA

Placement Into Program and Assessment of Fees:

City of Tacoma ("Tacoma") Municipal Court Judges will have the discretion to place misdemeanor offenders into the Electronic Home Detention ("EHD") program as an alternative to incarceration.

Tacoma Municipal Court Judges will order the particular conditions to be imposed and monitored in each instance of EHD, including alcohol monitoring where determined to be appropriate by the Court.

Offenders placed in EHD will be assessed by the Court a level of payment of either indigent, co-pay or self-pay.

The City of Fife ("Fife") will attempt to collect the assessed fees from the offender. Those assessed fees collected from the offender by Fife shall be credited to the monthly bill to Tacoma.

Fife will notify the Tacoma Municipal Court of any assessed fees that an offender fails to pay.

Failure of Fife to collect assessment fees from the offender shall not relieve Tacoma from any of its payment obligations under this agreement.

Equipment:

Equipment will be state-of-the-art equipment able to track offenders through parameters set by the Court, including, but not limited to, offender locations, time offender remains at a location, and the battery level.

Devices will include ability to conduct blood alcohol monitoring if requested by Tacoma in individual cases.

ORIGINAL

Monitoring:

Offender will be monitored 24 hours per day, 7 days per week.

Monitoring is conducted by the EHD Coordinator, employed by Fife.

Within 10 minutes of becoming aware of a violation, the EHD Coordinator will contact the offender and notify the offender of the violation.

For offenders who continued to be non-compliant with the conditions of monitoring, the EHD Coordinator will submit a report of violation directly to the Tacoma Municipal Court.

Customer Support:

Fife shall provide customer service to Tacoma as reasonably necessary to provide assistance and to update Tacoma on any changes or updates to the equipment, monitoring service, and overall operation of the EHD program.

ORIGINAL

EXHIBIT "B"

2015 RATES

EQUIPMENT AND SERVICES

Installation and monitoring of offenders using devices manufactured by Omni Link will be billed at a rate of $16.75 per active day with a one-time $52.00 set-up fee per active device, per offender.

Installation and monitoring of offenders using the Omni Link and Alcohol Breathalyzer Monitoring device will be billed at a rate of $17.25 per active day with a one-time $52.00 set-up fee per active device, per offender.

Administrative fee of $102.00 will be charged per offender in custody who is ordered by the Court to be on Electronic Home Detention prior to release.

ORIGINAL

City of Tacoma
City Manager

December 1, 2014

Mr. Subir Mukerjee
5411 23rd Street East
Fife, WA 98424

RE: Interlocal Agreement for Electronic Home Monitoring Services

Dear Mr. Mukerjee,

The City of Tacoma would like to renew its agreement with Fife regarding Electronic Home Monitoring (EHM) services. Please consider this Tacoma's written notice in accordance with Section II.B of our Interlocal Agreement. We are taking steps to obtain Council approval of the renewal. We look forward to continuing to receive EHM services from Fife.

Please contact Nadia Chandler Hardy if you have any questions or concerns at (253) 591-5225 or nadia.chandlerhardy@cityoftacoma.org.

Sincerely,

T.C. Broadnax
City Manager

747 Market Street, Room 1200 - Tacoma, Washington 98402-3766 - (253) 591-5130 - Fax (253) 591-5123

INTERLOCAL AGREEMENT BETWEEN
City of Fife and City of Tacoma for
PROGRAM OF ELECTRONIC HOME MONITORING AND RELATED SERVICE

I. PURPOSE

WHEREAS, electronic home monitoring (EHM) is a general term referring to forms of surveillance with which to monitor the location, movement and specific behavior of persons in the framework of the criminal justice process; and

WHEREAS, the current forms of EHM include radio wave, biometric or satellite tracking, which usually comprise a device attached to a person and monitored remotely, and

WHEREAS, the Parties to this Agreement each have the power and authority to perform the activity of supervision of persons within the jurisdiction of its criminal justice systems ("offenders"), including by utilizing EHM as an alternative to incarceration; and

WHEREAS, Tacoma desires to utilize EHM as an alternative to incarceration for offenders within the jurisdiction of the Tacoma Municipal Court who are convicted of misdemeanors; and

WHEREAS, Fife has an established program of EHM which includes Correction Officer monitoring of offenders on a 24 hours a day seven day a week basis, and

WHEREAS, Fife's EHM program utilizes state of the art EHM equipment which tracks offenders through parameters that can be established by locations and time (the "Equipment"); and

WHEREAS, Fife's EHM program utilizes devices equipped with an audible alarm that may be utilized to encourage an offender to stay in compliance with court ordered limitations; and

WHEREAS, Fife's EHM program includes a process where in the event of a violation of the conditions of home monitoring the Corrections Officer will take such steps as contacting the offender through the device and notifying the offender of the violation within ten minutes of the violation and, in the event of the offender's continued non compliance, notification by the Corrections Officer directly to the Court; and

WHEREAS, Fife's EHM program offers a standard service and also offers the additional service of blood alcohol monitoring when ordered by the Court; and

WHEREAS, Fife is willing to perform EHM services for Tacoma for those offenders ordered by the Tacoma Municipal Court into a program of EHM as an alternative to incarceration; and

WHEREAS, Tacoma's Municipal Court will asses a portion of the fees relating to the offender's participation in the Fife EHM program directly to the offender; and

WHEREAS, Fife will attempt to collect the assessed fees from the offender and credit those fees collected against the monthly charges Fife will assess to Tacoma for Fife's provision of EHM services to Tacoma; and Fife will notify the Municipal Court of an offender's failure to pay any assessed fees; and

Provider's Initials

DRDD
Customer's Initials

ORIGINAL

WHEREAS, Fife and Tacoma desire, by this Interlocal Agreement, to enter into a contract wherein Fife will provide EHM services to Tacoma, including the necessary devices and monitoring and support services.

NOW THEREFORE, it is agreed that the foregoing Purpose statement and corresponding recitals are hereby ratified and accepted as part of this Agreement. It is further agreed, that:

II. AGREEMENT

A. SCOPE OF SERVICES:

Fife agrees to perform EHM services to Tacoma consistent with the program of electronic home monitoring described in the above Purpose and Recitals and consistent with Exhibit A attached hereto and incorporated herein.

The Parties may agree to changes or additions to the Scope of Services upon execution a written amendment to this Agreement. If the changes will result in additional work effort by Fife, Tacoma agree to reasonably compensate the Fife for such additional effort.

B. TERM: The term of this Agreement is for two years commencing on January 1, 2013 (hereafter the term). Upon completion of the term, this Agreement may be renewed for additional successive one (1) year terms at the option of either party. Written notice of intent to exercise the renewal option must be provided at least 30 days prior to expiration of the then existing term and an Amendment extending this Agreement must be mutually executed.

C. COMPENSATION:

1. Tacoma shall compensate Fife for the services and deliverables provided under this Agreement at the rates stated on Exhibit B.

2. City of Fife shall provide a monthly summary to the appropriate designee of the Tacoma Police Department setting forth in detail the number of electronic home monitoring days and number of persons for which the Customer is responsible in the preceding month, including persons and costs incurred for each person pursuant to the terms of this agreement. The Customer upon reasonable notice and during regular business hours shall have the right to review all documentation and records of Fife pertaining to persons directed and provided with electronic home monitoring by the City of Tacoma, Tacoma Police Department

2. Fife shall submit monthly invoices for services completed and deliverables furnished during the previous month. Upon Tacoma's request, Fife shall submit appropriate documentation for all invoiced services and deliverables.

3. Payments shall be made through Tacoma's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

D. AMENDMENTS:

This Agreement may be amended in writing at any time by mutual consent of the parties hereto and such amendments shall take effect immediately. In event of any conflict between the provision of this Agreement and the provisions of the amendment the provisions of the amendment shall control.

E. BREACH:

In the event of a material breach of this Agreement by Tacoma, Fife can require, with thirty (30) days prior notice to Tacoma, that Tacoma return all of the Equipment to Fife and that Tacoma immediately pay to Fife the remaining balance of any amounts due under this Agreement. If Fife is required to track an offender assigned to the EHM program by Tacoma to make demand on such offender to repossess the equipment after the notice period has expired, Tacoma agrees to pay to Fife, no later than 30 days from demand, the cost of locating, repossessing, storing, shipping, repairing, and re-leasing the equipment or, in the alternative, the replacement cost of the equipment, whichever is less.

F. TERMINATION:

Either Party may terminate this Agreement at any time, with or without cause, by giving sixty (60) business days written notice to the other. In the event the termination is for cause, the party alleging the breach shall give the other party a 30 day period in which to cure the breach. In the event Tacoma terminates this Agreement for convenience, Tacoma shall pay Fife the amount due for actual work and services necessarily performed under the Agreement up to the effective date of termination.

G. DAMAGES to EQUIPMENT:

If the Equipment is damaged, lost or stolen while in the possession of an offender assigned to the EHM program by Tacoma, Tacoma agrees to pay Fife the full cost to repair or replace such Equipment based on the repair or replacement cost of the equipment. Fife will make a determination of whether the Equipment will be repaired or replaced at Provider's sole discretion. Fife will give Tacoma a written invoice detailing the repair costs. Tacoma has a right to challenge Fife's determination and Tacoma's costs are limited to either the cost of repair or replacement, whichever is less.

H. OWNERSHIP OF EQUIPMENT:

Tacoma is neither the owner of the Equipment nor has title to the Equipment. Tacoma may not sell, transfer, assign, or sub-lease the Equipment, without the express prior written permission of Provider. An offender assigned to the EHM program by Tacoma may not attempt to alter or otherwise tamper with the Equipment and Tacoma agrees it will be responsible for any loss or damage to Equipment caused by an offender assigned to the EHM program by Tacoma. Tacoma agrees that it shall at all times keep the Equipment free from any legal process or lien whatsoever, and agrees to give Fife immediate notice if any legal process or lien is asserted or made against the Equipment.

I. NO WARRANTIES:

Fife makes no warranties, express or implied including warranties of fitness for a particular purpose of merchantability in connection with this Agreement. Fife is not responsible for any injuries, damages, or losses to any person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to monitoring services, the failure to follow any instructions or abide by any policies related thereto or to monitoring services or other services, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of Equipment, monitoring and other services, or any failure of user interfaces to monitoring services to operate for any reason, other than any such injuries, damages or losses to the extent caused by the negligence of Fife.

Provider's Initials Customer's Initials

ORIGINAL

J. FORCE MAJEURE:
Neither party shall be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond the Party's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes. The Parties acknowledge that Equipment, monitoring and other services shall not prevent, nor are intended to prevent any offender assigned to the EHM program by Tacoma from committing any harmful or illegal acts. The Parties further acknowledge that it may be possible for a offender to remove the Equipment by unauthorized means, and that the Parties each expressly disclaim any liability for any harmful, tort, or illegal acts committed by such a offender while using the Equipment, as well as any liability for any acts committed by an offender who removes the Equipment and subsequently engages in any harmful, tort, or illegal acts, except as may be caused by the negligence of Fife.

K. INDEMNIFICATION:
Each Party shall defend, indemnify, and hold each other harmless from and against any and all claims, demands, suits, actions, judgments, recoveries, liabilities damages, penalties, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from damage to property or bodily injury, including death, to the extent caused by a Party's breach of this Agreement or the negligent actions or omissions of that Party, or its employees, servants, agents, or officers elected or appointed. The foregoing indemnity specifically covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party or Parties entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.

L. RECORD KEEPING:
City of Fife shall keep adequate records of all services provided under this Agreement and will allow the Customer to review those records upon request. Such records are public records and will be retained by Fife at a minimum for the period required under the applicable Washington Secretary of State public records retention schedule.

M. CONSTRUCTION:
The parties intend this Agreement to be a valid and legal document pursuant to the authority of RCW 39.34.080. This Agreement shall be construed according to its fair meaning and not strictly for or against Fife or Tacoma, as if each of Fife and Tacoma had prepared it.

N. NO WAIVER:
The Parties acknowledges and agrees that any delay or failure by a Party to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.

O. JURISDICTION AND VENUE:
This Agreement shall be governed, interpreted and construed under the laws of the State of Washington. Any and all disputes arising out of or relating to this Agreement shall be resolved in the venue of the Pierce County Superior Court or arbitration.

P. NO THIRD PARTY BENEIFCIARIES:
This Agreement is intended for the exclusive benefit of Fife and Tacoma 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.

Q. 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.

R. 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.

S. NOTICES:
Except for routine operational communications, which may be delivered personally or transmitted by e-mail, all notices required by this Agreement shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the day following mailing, postage prepaid, certified mail, return receipt requested, or (4) one (1) day after depositing in overnight carrier, e.g. Federal Express, UPS.

Notices required under this Agreement shall be delivered to the parties at the following addresses:

FIFE **City Manager**	**TACOMA** **Chief of Police**
5411 23rd Street East Fife, WA 98424	Donald L. Ramsdell 3701 South Pine Street Tacoma, WA 98409

T. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties hereto and there are no covenants, terms or conditions, expressed or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the subject matter herein. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all parties to this Agreement.

U. ACKNOWLEDGEMENT: 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.

V. AUTHORITY OF SIGNER: By signing below, the signers of this Agreement certify that for each Party he/she has all proper authority to the Party 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 effective as of the date and year first set forth above.

CITY OF TACOMA

T.C. Broadnax, City Manager

Donald Ramsdell, Chief of Police

City of Tacoma Finance Director

APPROVED AS TO FORM:

Deputy City Attorney

Debbie Dahlstrom, Risk Manager

ATTEST:

1-28-2013

Doris Sorum, City Clerk

CITY OF FIFE

By: David K. Zabell, City Manager

Attest:

Carol Etgen, City Clerk

Approved as to Form:

Gregory F. Amann, Assistant City Attorney

EXHIBIT A

MINIMUM REQUIRED ELEMENTS OF EHM PROGRAM PROVIDED BY FIFE TO TACOMA

Placement into Program and Assessment of Fees

City of Tacoma Municipal Court Judges will have the discretion to place misdemeanor offenders into the EHM program as an alternative to incarceration.

Tacoma Municipal Court Judges will order the particular conditions to be imposed and monitored in each instance of EHM, including alcohol sensor monitoring where determined to be appropriate by the Court.

Offenders placed in EHM will pay some portion of the fees, as assessed by the Court.

City of Fife will attempt to collect the assessed fees from the offender. Those assessed fees collected from the offender by the City of Fife shall be credited to the monthly bill to Tacoma.

Fife will notify the Tacoma Municipal Court of any assessed fees that an offender fails to pay.

Failure of City of Fife to collect assessment fees from the offender shall not relieve Tacoma from any of its payment obligations under this agreement.

Equipment:

Equipment will be state of the art equipment able to tracks offenders through parameters set by the Court, including, but not limited to, offender locations and time offender remains at a particular location.

Devices will be equipped with an audible alarm that may be utilized to encourage an offender to stay in compliance with court ordered limitations.

Devices will include ability to conduct blood alcohol monitoring if requested by Tacoma in individual cases.

Monitoring:

Offenders will be monitored 24 hours a day, 7 days a week.

Monitoring is conducted by Civil Service Corrections Officers employed by Fife ("Corrections Officers")

Within 10 minutes of the Corrections Officer becoming aware of the violation the Corrections Officer will contact the offender through the EHM device and notify the offender of the violation.

For offenders who continued to be non compliant with the conditions of monitoring Corrections Officers will submit a report of violation directly to the Tacoma Municipal Court.

Fife shall provide twenty four (24) hour, seven (7) day per week technical assistance through the central host computer system operated by Secure Alert.

Customer Support:

Fife shall provide customer service to Tacoma as reasonably necessary to provide assistance to and to update Tacoma on any changes or updates to the Equipment, Monitoring Services and overall operation of the EHM program.

EXHIBIT B

EQUIPMENT AND SERVICES

Installation and monitoring of offenders using devices manufactured by Secure Alert, Inc. will be billed at a rate of $18.50 per Active Day or $111.00 per active week (7 days) with a onetime $50.00 administrative set up fee per active device, per offender.

Installation and monitoring of offenders using Scram Alcohol Monitoring devices will be billed at a rate of $19.50 per Active Day or $116.00 per Active Week (7 days) with a onetime $50.00 dollar administrative set up fee per active device, per offender.

Offsite establishing (outside of City of Fife, Fife Police Department) of EHM on an offender will be charged at established transport rate of $90.00 dollars per offender.