

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 6, 2022	
Name of Agenda Item:	Friendship Diversion	
Section of Agenda:	Consent	
Department:	Court	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Document 1: Amendment re: fees Document 2: Services Agreement for Friendship Diversion Services	
Summary Statement:	Friendship Diversion is requesting a \$17.00 increase in fees starting February 1, 2023. \$15.00 enrollment increase \$1.00 GPS/\$1.00 SCRAM	
Recommended Action:	On going contract for review of increased fees. Information only.	

**FIRST MODIFICATION TO SERVICES AGREEMENT
ELECTRONIC HOME MONITORING AND ELECTRONIC HOME DETENTION SERVICES
CONTRACT #**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the "City"), and **FRIENDSHIP DIVERSION SERVICES** (hereinafter the "Contractor"), in consideration of the mutual covenants herein, agree as follows:

1. **EXISTING AGREEMENT MODIFIED:** The City and the Contractor entered into the Agreement, dated August 14, 2019 (Contract C2101189) which is incorporated herein by this reference (hereinafter the "Agreement"). The parties hereby modify that Agreement.
2. **MODIFICATIONS TO EXISTING AGREEMENT:** Effective February 1, 2023, Section VI. A. of the Agreement is replaced with the following:

Enrollment	65.00
Combo enrollment	85.00
Jail enrollment after business hours	100.00

Daily fees for EHM, GPS, and Scram w/o Ethernet or WBS	15.50
Scram w/component	17.50
Combo w/o component	30.00
Combo w/component	30.00

Insurance deductible for each lost, stolen, or destroyed device	50.00
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A once-a-month charge to offset Contractor's costs for power cords and breakaway beacons, exhaust caps, tamper clip cutters, face plate removers, straps, and face plates.	250.00
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SERVICES AGREEMENT
CITY OF LYNDEN - FRIENDSHIP DIVERSION SERVICES

The **CITY OF LYNDEN**, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 300 4th Street, Lynden, Washington, 98264, and **FRIENDSHIP DIVERSION SERVICES**, a Washington Public Benefit Nonprofit Corporation (hereinafter the "Contractor"), with its primary office location at 2415 Evergreen Park Drive SW, Suite C-2 Olympia, WA 98502, in consideration of the mutual covenants herein, do hereby agree as follows:

I. PURPOSE: The purpose of this Agreement is to provide for electronic home monitoring and electronic home detention services consistent with state law; and the laws of the City of Lynden.

II. TERM OF AGREEMENT: Notwithstanding the date of execution hereof, this Agreement shall be in effect from April 1, 2021 and continue in effect through March 31, 2022. This Agreement shall automatically extend, annually, for one year terms until terminated under Section XI. In the event that this Agreement is terminated, Contractor shall have the responsibility to continue to provide program services for all defendants referred by the City of Lynden Municipal Court prior to termination.

III. LIAISON: The City's officers responsible for this Agreement are Court Services Coordinators Tammy Graham and Tammy DeZeeuw or as otherwise designated in writing by the City ("Project Managers"). The Contractor's responsible person is Ronnie Wuest.

IV. SCOPE OF WORK, STATUS OF CITY AS SUPERVISING AGENCY, AND STATUS OF CONTRACTOR AS A MONITORING AGENCY: The Contractor, acting as an independent contractor, shall provide electronic home monitoring and electronic home detention equipment and services to the City, in support of the City's home electronic monitoring/detention program. The City will conduct the program, which provides a form of misdemeanor supervision services, as the Supervising Agency, through and under the direction of the City's Department of Municipal Court, a limited jurisdiction court. The equipment and services to be provided under the Agreement are more specifically set forth in Exhibit 'A' (Scope of Work), which is attached and incorporated herein by this reference. The number of referrals to the Contractor

for services shall be at the sole discretion of the City. Contractor agrees to provide its own labor and materials in conjunction with providing such services. For purposes of this Agreement, the Contractor represents that it is a "Monitoring Agency" and agrees to act as a "Monitoring Agency" under applicable state law. The Contractor further agrees to:

A. Maintain an office no further away than the City of Bellingham, reasonably proximate to Lynden Municipal Court, and its designated probation officers for the provision of services with local business hours of no less than 40 hours per week at times that are mutually agreeable to the City and the Contractor;

B. Comply with all provisions of state law regarding the equipment and services provided (if any provisions of this Agreement are inconsistent with state law, state law shall control);

C. Provide monitoring services consistent with orders of the Lynden Municipal Court, the protocols set forth in the attached Scope of Work, and any updates to the protocols provided in writing by the City to the Contractor during the pendency of this Agreement, provided, however, that if any ambiguity exists among these provisions as applied to a particular matter, the order of the Lynden Municipal Court shall have precedence; and

D. Testify at contested hearings and other court proceedings as needed.

V. CITY'S OBLIGATIONS: In order to assist the Contractor in providing its services under this contract, the City shall:

A. Provide to the Contractor relevant information which is available and subject to disclosure under applicable laws and court rules, as well as coordination with other agencies as necessary;

B. Provide the Contractor the orders of the Lynden Municipal Court and written updates to the protocols necessary during the pendency of this Agreement, provided, however, that prior to implementing any such updates, the City shall consult with the Contractor, and any updates that increase the Contractor's workload will be subject to modification of the compensation to the Contractor based on a good faith negotiation between the parties.

VI. COMPENSATION:

A. Contractor and City have agreed upon the fees for the services provided under this Agreement as follows:

1. \$50 non-refundable hook-up fee (\$75.00 when both GPS and SCRAM are placed during the same intake)
2. \$14.50 per day for GPS
3. \$14.50 per day for SCRAM
4. \$15 enrollment fee and \$7 per day for SCRAM Remote Breath
5. \$2.00 per day component fee, when applicable
6. \$25.00 per day for both GPS and SCRAM

The City acknowledges that if the manufacturer of devices used under this Agreement increases the cost to the Contractor, the parties to this Agreement will negotiate in good faith toward a modification of the fee amounts consistent with the cost increase.

B. Contractor shall assess and collect the fee, plus sales tax if applicable, directly from the offender except where indigency is determined. The threshold for indigency shall be 150% of Federal Poverty Guidelines. Where the offender is found to be indigent, the City shall reimburse Contractor as set forth in this Agreement. A sliding scale payment shall be assessed to offenders as set forth in the attached Scope of Work. The sliding scale formula will be provided to the Contractor by the City and may be updated in writing, at the discretion of the City, as appropriate. The City further reserves the right to implement increased City subsidies in the program to ensure that individuals are not precluded from participating due to cost barriers.

C. For any amount due and owing to the Contractor that is waived due to indigency, the City shall pay the Contractor on the basis of invoices for work satisfactorily completed. Invoices, with appropriate backup and detail, shall be submitted to the Coordinators for approval prior to payment.

D. To the extent required by law, the City will assume responsibility for the costs of pre-trial EHM services and shall pay costs directly to the Contractor. For any amount due and owing to the Contractor that is waived due to an offender's pre-trial status, the City shall pay the Contractor on the basis of invoices for work satisfactorily completed. Invoices, with appropriate backup and detail, shall be submitted to the Finance Department attention: Accounts Payable, for approval prior to payment.

E. The parties recognize that the Contractor's maintenance of local business hours for EHM services is of substantial value to the City and that this local presence results in certain fixed costs. Contractor has committed to maintain business hours of no less than 40 hours per week at times that are mutually agreeable to the City and the Contractor.

VII. EXTRA WORK: Work in addition to, or different from, that provided for in this Agreement, including the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

VIII. ACCOUNTING AND AUDIT: The Contractor agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

IX. LIABILITY AND INSURANCE:

A. The Contractor shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Contractor, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. In the event any claims, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Contractor or the Contractor's agents or employees, the defense and indemnity provisions in the preceding paragraph of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

C. The Contractor specifically agrees to defend and indemnify the City from claims or suits brought by Contractor's own employees against the City. For this purpose, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

D. The Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured (with any endorsement required by the policy):

- | | |
|--|---|
| 1. Workers Compensation: | Statutory Amount |
| 2. Broad Form Comprehensive General Liability: | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 3. Criminal Justice Liability (including Errors and Omissions Coverage): | \$1,000,000 per occurrence
\$2,000,000 aggregate |

Said insurance shall be primary and noncontributory with any other insurance for which the City is a named insured. Contractor represents that said insurance is of the type and amount that is customary for the services provided.

An insurance certificate showing the coverage required under this paragraph will be submitted to the City for approval at least annually.

X. COMPLIANCE WITH LOCAL LAWS: The Contractor shall be duly licensed (including Business License with the City of Lynden) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

XI. TERMINATION; REDUCTION IN FUNDING:

A. Should either party hereto believe that the other has failed to substantially perform all or part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the reasonable satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Project Managers, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been

performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. In addition to termination for cause, either party may unilaterally terminate this contract, for any reason, by providing 60 days written notice of termination.

C. On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

D. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

E. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor 's business entity hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in the City's sole discretion.

F. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XII. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XIII. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action in law or equity, or judicial proceeding for the

enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

XIV. STATUS OF CONTRACTOR: Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses (if required), maintains a separate set of books and records for such business, and has established or will, by beginning of performance hereunder, establish an account with the State Department of Revenue and have received a unified business identifier number (if required).

XV. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT:

A. The Contractor may be required to prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the work. This item does not constitute additional work as described in this Agreement.

B. All documents, maps and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the City upon completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein.

XVI. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Contractor agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XVII. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City: City of Lynden
Department of Municipal Court
300 4th Street
Lynden, WA 98264

Attn: Tammy Graham and Tammy DeZeeuw,
Court Services Coordinators

Contractor: Ronnie Wuest
2415 Evergreen Park Drive SW, Suite C-2
Olympia, WA 98502

Attn: Ronnie Wuest, Executive Director

Any notice given pursuant to this Agreement shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses above or to such other address as a party shall from time to time advise in writing. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.

XVIII. NO THIRD PARTY BENEFICIARIES OR DUTIES TO THIRD PARTIES CREATED.

This Agreement shall not be relied upon by third parties and no third party beneficiaries are created by this Agreement. No duties to third parties are created, express or implied, by this Agreement.

XIX. WORK FOR OTHER AGENCIES OR INDIVIDUALS. This Agreement is not an exclusive services Agreement. Contractor may take on other work or assignments from other agencies while completing the services set forth herein. Additionally, this Agreement shall not preclude the Contractor from providing services to individuals who seek services on a voluntary basis.

XX. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this the 8th day of June, 2021, for the Contractor:



Ronnie Wuest, Executive Director

EXECUTED, this the 8th day of June, 2021, for the CITY OF
LYNDEN:

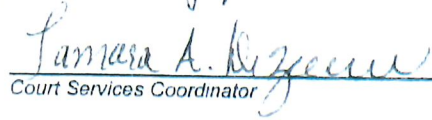


Mayor

Departmental Approval:



Court Services Coordinator



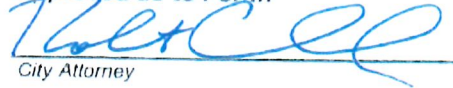
Court Services Coordinator

Attest:



Finance Director

Approved as to Form:



City Attorney

EXHIBIT A

CITY OF LYNDEN SCOPE OF WORK Electronic Monitoring Program

The monitoring agency shall follow all applicable standards and directives contained in RCW 9.94A.731, 9.94A.734, 9.94A.735, and 9.94A.736 to the extent applicable. The monitoring agency shall develop protocols to provide contingency plans in the event of power loss, fire, flood, malfunction of equipment, and/or death or incapacitation of the participant.

Equipment

The monitoring agency shall provide the equipment manufactured by Track Group called Relialert. This device combines state of the art, 24/7 monitoring center, the web-based software, and their single unit, active Global Positioning System (GPS) device. Together these systems provide a complete option for electronic monitoring. The Reliever devices encompass both GPS and cellular communication technologies, that allows 2- and 3-way voice communication through the device with the participant, Friendship and Track Group. The monitoring center is alerted when the defendant violates established schedule/geographical restrictions, tampers with the strap, allows a low battery or allows a loss in communication. The monitoring agency shall adhere to protocol steps assigned to each risk level and appropriate responses, including a violation notification process, as established by the City, and described below. Relialert is a battery-operated device and does not require a telephone line from the defendant, only an electrical outlet to charge the internal battery.

At times, if deemed necessary, an alternate GPS device manufactured by Alcohol Monitoring Systems can be used.

Alcohol monitoring shall be provided with a Secure Continuous Remote Alcohol Monitoring (SCRAM) device manufactured by Alcohol Monitoring Systems (AMS). The SCRAM bracelet tests for alcohol consumption through insensible perspiration every 30 minutes, 24 hours per day. Alerts are generated if there is any attempt to remove the device or obstruct samples and when alcohol has been consumed. This technology and the test results have been found reliable in programs throughout United States. Monitoring agency staff have flexible options for retrieving information from the bracelet including in office downloads, home downloads through a land line base station, a base station with a wireless component or a base station with use of an Ethernet cable through a computer modem.

SCRAM devices are capable of providing presence monitoring for any participant on a Lynden Municipal Court ordered curfew.

The monitoring agency shall provide written notice to the City within 30 days of changing the manufacturers or any make/model of equipment.

Monitoring

The monitoring agency shall provide 24/7 pre/post adjudication monitoring services through Track Group and AMS, as ordered by the Court using one of the following:

- Pre-Trial Home Detention Order
- Home Detention Order (HDOR)
- Order for Active GPS Monitoring Order for SCRAM Monitoring
- Court Disposition Slip

Any participant being monitored for longer than 30 days shall be required, on a random basis, to meet with monitoring agency staff in person every 30 days.

Intake

The monitoring agency shall provide intake services for the City's electronic monitoring programs. Upon referral, an initial intake appointment shall be scheduled. During the enrollment appointment, an interview shall be conducted with the defendant to obtain contact information, financial status, conditions, reporting schedule and all other relevant information. The appointment shall also include a full description of program requirements and agreements.

A schedule for approved legitimate needs of the defendant shall be established, as allowed by the Court's order. Defendants enrolling in the home detention program shall be required to provide verification of employment and a work schedule, in writing, if they are employed and intends on reporting to work while being monitored. If the work schedule fluctuates, the defendant must provide a revised schedule with each change. The defendant shall be informed that monitoring agency staff may independently confirm their residence address and place of employment.

During the enrollment appointment, monitoring agency staff shall provide a thorough orientation of the device assigned to the defendant and make every effort to ensure defendants are fully cognizant of all program expectations.

For defendants enrolled in the home detention program, monitoring agency staff shall establish geographic boundaries and exclusion zones, consistent with the Court's order, as well as travel routes, days, and times of movement. Monitoring agency staff shall not authorize leaves outside of verified legal employment, verified treatment or Court approved activities without prior written authorization from the Court. In completing the enrollment process, the device shall be attached to the defendant and they will remain with monitoring agency staff until it is confirmed the device is tracking.

For defendants enrolled in the SCRAM program, monitoring agency staff shall provide the defendant with instructions regarding environmental alcohol contaminants. In completing the SCRAM enrollment process, the device shall be attached to the defendant and all accessories and components provided.

Reporting

The following court-approved forms shall be utilized for administration of the Home Detention and SCRAM programs:

Failure to Enroll

The Failure to Enroll shall include the following:

- the defendant's name;
- case number(s);
- indication of sentenced or pre-trial;
- offense(s);
- indication of the appropriate program; and
- a brief narrative regarding defendant's failure to enroll in the ordered program, including previously missed appointments.

The Failure to Enroll notice shall be signed, dated, and provided by close of business on the day prior to the defendant's scheduled jail review hearing, unless otherwise approved by the Court.

Confirmation of Enrollment

The Confirmation of Enrollment shall include:

- the defendant's name;
- case number(s);
- indication of sentenced or pre-trial;
- indication of Active Monitoring, when applicable;
- offense(s);
- indication of the appropriate program;
- expected completion date (when sentenced); and
- indication the defendant was advised that she/he does not have to appear at the scheduled jail review

The Confirmation of Enrollment shall be signed, dated, and provided by close of business on the date the defendant enrolls, unless otherwise approved by the Court. When a defendant re-enrolls in any program due to device removal or other instance causing monitoring to end, the notice shall indicate that the enrollment is a re-enrollment and the reason.

A defendant ordered to participate in the SCRAM program shall enroll with the monitoring agency by close of business the date the order is issued, unless otherwise ordered by the Court. When necessary, the court may allow defendants to enroll in the SCRAM program by 10 a.m. on the business day following the date the order was issued. When defendants fail to enroll in the SCRAM program by 10 a.m. on the day following the date the order was issued, the Failure to Enroll notice shall be signed, dated, and provided by 12 p.m.

Notice of Violation

The Notice of Violation shall include:

- the defendant's name;

- case number(s);
- indication of sentenced or pre-trial;
- indication of the appropriate program;
- originating offense(s);
- date, time, location, and nature of violation, to include any attempts to contact defendant;
- a summary of the defendant's response, to include any admissions/denials;
- the date monitoring began; and
- expected completion date.

When the violation includes a confirmation of alcohol consumption, the notice shall include an analysis graph as provided by the confirming agency. The Notice of Violation shall be signed, dated, and provided within one business day of monitoring agency staff becoming aware of the confirmed violation, unless otherwise approved by the Court.

Notice of Device Removal

The Notice of Device Removal shall include:

- the defendant's name;
- case number(s);
- indication of sentenced or pre-trial
- offense(s);
- indication of the appropriate monitoring program;
- the reason and date the device was removed; and
- the total number of days the defendant was monitored.

The Notice of Removal shall be signed, dated, and provided within one business day of device removal, unless otherwise approved by the Court.

Notice to the Court

The Notice to the Court shall include:

- the defendant's name;
- case number(s);
- indication of sentenced or pre-trial
- offense;
- indication of the appropriate monitoring program; and
- information that needs to be provided to the court.

The Notice to the Court shall be signed, dated, and provided within one business day, unless otherwise approved by the Court.

Notice of Completion

The Notice of Completion shall include:

- the defendant's name;
- case number (s);
- indication of sentenced or pre-trial

- offense(s);
- indication of the appropriate monitoring program;
- the effective date the sentence was completed; and
- the total number of days the defendant was monitored.

The Notice of Completion shall be signed, dated, and provided within one business day of the completion, unless otherwise approved by the Court.

Monitoring agency staff shall provide all notices regarding pre-trial program enrollment to the court, the prosecuting attorney, the defendant's attorney, and Whatcom County District Court Probation Department (probation). Monitoring agency staff shall provide all notices regarding post-conviction enrollment to the court and, when applicable, probation. Monitoring agency staff shall not provide any notices to probation regarding defendants who are not on probation.

Violations

The monitoring agency shall establish with the monitoring center how violations shall be reported, based on directions and protocols established by the City. Procedures shall range from next day e-mail to instant telephone contact with a designated monitoring agency staff member.

ELECTRONIC MONITORING violations include, but are not limited to:

- unapproved stops/locations;
- failure to charge battery as required;
- tampering with/attempt to remove device; and
- exclusion zone violations.

Active GPS Monitoring Violations

Monitoring agency staff shall immediately respond to all violations committed by defendants placed on active GPS monitoring, regardless of date or time. When monitoring agency staff become aware of a defendant violating an active GPS monitoring order by being in proximity to ordered exclusion zones, they shall immediately attempt communication with the participant to warn of the violation and attempt to interrupt entrance into the excluded zone. Monitoring agency staff shall attempt to contact the participant via the ELECTRONIC MONITORING device and all known phone numbers.

When exclusion zone parameters are breached, monitoring agency staff shall:

- activate the device's audible siren;
- call the appropriate law enforcement agency via the non-emergency number and notify the agency of the exclusion zone violation; and
- coordinate with law enforcement to provide the current location of the participant and any further information/documentation, as requested.

SCRAM violations include, but are not limited to:

- failure to enroll;

- failure to upload;
- confirmed tampering;
- confirmed alcohol consumption; and
- failure to report to the monitoring agency for inspection/maintenance of the device.

Warrants

When a warrant is issued for a defendant enrolled in the SCRAM program, monitoring agency staff shall continue monitoring the defendant unless otherwise ordered by a Judicial Officer. When monitoring agency staff become aware that a defendant has an active warrant issued by another court, they shall send a Notice to the Court containing all known information about the warrant. Monitoring agency staff shall send a Notice to the Court advising if/when they are no longer able to monitor the defendant.

For defendants enrolled in the SCRAM program, monitoring agency staff shall send a Notice of Violation each day the defendant fails to upload SCRAM data. If the defendant fails to upload SCRAM data for five (5) consecutive days from the date the monitoring agency is notified of the defendant being placed on warrant status, monitoring agency staff shall notify the court and cease monitoring.

All pre-trial orders regarding the SCRAM program shall remain in effect unless otherwise ordered by the Judicial Officer and the defendant shall re-enroll in the SCRAM program upon release from jail. Monitoring agency staff shall not remove devices for those defendants with active warrants unless ordered to do so by the Court or jail/law enforcement personnel due to pending incarceration.

Financial Considerations

Defendants ordered to participate in either monitoring program for pre-trial purposes shall not incur any costs relative to the program unless otherwise ordered by the Court. Defendants participating in any program post-adjudication shall pay for the cost of the program, unless otherwise ordered by the Court. Defendants whose income is equal to or more than 150% of the federal poverty level shall pay the full cost of the ordered program. Defendants whose income is less than 150% of the federal poverty level shall pay for the costs of the ordered program based on a sliding scale established by the City. Defendants shall provide documentation of all net income, including disability benefits, prior to consideration for reduced fees. Defendants shall also provide documentation of all household members, and their incomes, when requesting a reduction in fees. All household net income, including disability benefits, shall be considered when determining a defendant's income relative to 150% of the federal poverty level. monitoring agency staff shall not deviate from the established scale without prior written approval from the City and shall, upon request, provide all documents used in determining the amount of fees paid by each defendant and/or the City.

Billing

Billing shall be submitted to the City no later than the 15th day of the month after the previous months end date. Payment shall be due and payable to the monitoring agency by the City within 30 days of the receipt of invoice.

Billing provided by monitoring agency shall include, for each defendant:

- full name;
- all related cause numbers;
- description of the type of monitoring provided;
- indication of pre-trial or post-conviction;
- number of days monitored;
- the specified amounts paid by each defendant for enrollment;
- ELECTRONIC MONITORING, SCRAM, combo, component, and other fees paid by the defendant;
- ELECTRONIC MONITORING, SCRAM, combo, component, and other fees paid by the City; and
- totals for each of the above categories.

NET INCOME	PERCENTAGE PAID BY DEFENDANT	ENROLLMENT	DAILY	COMBO
INDIVIDUAL				
< \$6,314	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$6,315 - \$12,884	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$12,885 - \$16,144	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$16,145 - \$19,319	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
>\$19,320	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
2 HOUSEHOLD MEMBERS				
< \$8,514	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$8,515 - \$17,489	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$17,490 - \$20,949	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$20,950 - \$26,129	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
> \$26,130	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
3 HOUSEHOLD MEMBERS				
<\$10,704	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$10,705 - \$21,979	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$21,980 - \$27,414	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$27,415 - \$32,939	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
> \$32,940	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
4 HOUSEHOLD MEMBERS				
<\$12,914	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$12,915 - \$26,534	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$26,535 - \$33,094	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$33,095 - \$39,749	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
>\$39,750	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00