

**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

CITY OF FIFE

By: _____
T.C. Broadnax, City Manager

By: _____
Subir Mukerjee, Interim City Manager

ATTEST:

Donald Ramsdell, Chief of Police

City Clerk

Andrew Cherullo, Finance Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy City Attorney

Assistant City Attorney

Risk Manager

ATTEST:

Doris Sorum, City Clerk

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.

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.

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.