

**ELECTRONIC MONITORING AGREEMENT**

**THIS AGREEMENT**, hereinafter referred to as "Agreement" dated July 9, 1999 is made between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** hereinafter referred to as "WASPC" with its principal place of business located at 2629 12<sup>th</sup> Court SW, Olympia, WA 98504, and the **MAPLE VALLEY POLICE DEPARTMENT** hereinafter referred to as "The Department", with its principal place of business located at 22035 SE Wax Road, Suite 18, Maple Valley, WA 98038.

**WITNESSETH**

**WHEREAS**, The Department desires to have certain services performed as hereinafter set forth requiring specialized skills, equipment and other supportive capabilities; and

**WHEREAS**, WASPC represents that it possesses sufficient skills and necessary capabilities and equipment to perform the services set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performances, contained herein, the parties hereto agree as follows:

**I. SERVICES**

WASPC shall perform services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified and designated as WASPC responsibilities throughout this Agreement.

**II. TERM OF AGREEMENT, TERMINATION, DURATION, AND RENEWAL**

The term of this Agreement is for one year [unless terminated as provided herein] from the effective date of the Agreement.

This Agreement, its terms, conditions and authorized amendments, shall be renewed automatically for succeeding periods of one year on the anniversary date of its original effective date unless either party provides written notice 60 days prior to the expiration of such one-year term that the party wishes to terminate the Agreement at the expiration of the one-year term.

All notifications in respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notification documents shall be sent by certified mail or delivered by messenger.

Upon proper notification neither party shall be obligated to the other in any way outside those responsibilities defined in this Agreement. Notwithstanding, upon completion of WASPC services, The Department shall return in a timely manner all property due to WASPC. WASPC is entitled to full payment for services rendered and accepted by The Department whether during the term of this Agreement or thereafter.

**III. FEE ASSESSMENT**

WASPC shall assume all risk and responsibility for fee assessment and collection directly from the offenders assigned by The Department. All offenders who participate in the program will be assessed a non-refundable administrative fee of \$35.00. WASPC staff will attempt to set a minimum daily base fee of \$15.00 per-day for each day monitoring is conducted. In the event the offender is not currently employed, or the Financial Information Worksheet indicates the inability to pay the minimum base fee, the Sliding Scale will be used as a reference to determine and assess daily fees.

Once a daily fee has been determined, the offender signs the Fee Agreement. WASPC will not deny participation to any person based on their inability to pay the minimum daily base fee. However, if the offender willfully fails to pay the assessed fees after signing a fee agreement he/she may be terminated from the program.

**IV. LOSS OF OR DAMAGE TO EQUIPMENT**

WASPC will assume all risk of loss of or damage to the equipment from any cause whatsoever from the date of service not to exceed \$1,500.00 during the one-year term of this Agreement. Thereafter The Department will assume all risk of loss of or damage to the equipment from any cause whatsoever. WASPC will report deliberate damage to or theft of monitoring equipment to local law enforcement for investigation. The Department agrees to assist WASPC in equipment recovery whenever possible.

The cost of replacement will be as follows

- 1] BI Transmitter \$650.00
- 2] BI Receiver \$1400
- 3] EMS Transmitter \$200.00
- 4] EMS Receiver \$400.00

In the event any EMS equipment is damaged or stolen by any offender who has previously damaged or stolen EMS equipment utilized pursuant to this Agreement, the replacement cost will increase to \$400.00 EMS Transmitter and \$1,100. EMS Receiver. The cost for all repairs will be at the prevailing rate as specified by WASPC.

The Department agrees to assist WASPC in establishing an effective means of billing the offender for any misuse or abuse of the equipment which results in damage or loss. Included in the Program Requirements Form is an acknowledgment of liability which must be signed by the offender at the time of enrollment.

**V. INDEMNIFICATION**

To the extent permitted by law, [a] WASPC shall protect, defend, indemnify, and save harmless The Department, its officers, employees, and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of WASPC, its officers, employees and agents in performing this Agreement. [b] The Department shall protect, defend, indemnify, and save harmless WASPC, its officers, employees, and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of The Department, its officers, employees and agents in performing this Agreement. The Department further agrees to protect, defend, indemnify and save harmless WASPC, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from acts committed by offenders enrolled in The Department's electronic monitoring program.

**VI. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with, and governed by the laws of the State of Washington. Venue for any action shall be in the Superior Court of Thurston County, Washington.

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**VII. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the Courts to be illegal or unenforceable the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**VIII. ENTIRE AGREEMENT; WAIVER**

This Agreement, together with attachments hereto, and other documents or instruments executed by WASPC and The Department in connection herewith, shall constitute the entire agreement between the parties. This Agreement shall not be modified, amended, altered or changed except with written consent of The Department and WASPC. The waiver by WASPC of any breach by The Department of any term covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**IX. MONITORING SERVICES**

WASPC will provide monitoring services with respect to offenders The Department selects to participate in the Electronic Monitoring Program.

Monitoring Services shall include: [a] continuous radio frequency [RF] home detection monitoring consisting of a radio transmitter attached to the Offender and a receiver which is monitored through the Offender's phone line. The system reports when the receiving unit is no longer receiving a signal from the transmitting device. [b] Tracking will be performed using WATCH PATROL, signaling the Offender with a beeping alarm, to call the central monitoring center from any nearby telephone using a 1-800 number. The Offender's location is automatically established using Automatic Number Identification [ANI]. [c] Unless specifically agreed otherwise, WASPC shall provide The Department notice of a Offender's violation of the electronic monitoring program within 24 hours of such violation, via faxed reports. [d] WASPC shall conduct training and provide consultation in the operation of electronic monitoring devices used by WASPC. [e] When required by Subpoena or Court Order, WASPC will make available a qualified person to give expert testimony and provide physical evidence.

**X. SUPPORT SERVICES**

In accordance with the terms of this Agreement, WASPC agrees to provide The Department with support staff personnel to perform duties specified in the Electronic Monitoring Full Service Field Coordinator Job Description attached hereto and made apart thereof.

WASPC shall be responsible for the hiring, training, scheduling and supervision of its employees in a manner so as to promote the efficient operation of the electronic monitoring program sponsored by The Department. The number of employees hired by WASPC shall be at WASPC's discretion and judgment but shall be based on recommendations of The Department.

WASPC shall designate a minimum of one [1] person to act as WASPC's liaison for the site. Such liaison shall act as the primary intermediary between WASPC and The Department. The Department shall also designate a minimum of one [1] person to act as The Department liaison with WASPC.

WASPC will participate, as needed in any meeting required by The Department, including steering committee matters regarding the operation of the program.

Subject to the termination provisions contained in this Agreement, The Department and WASPC agree that the term of support services shall be for a trial period of one [1] year from the commencement of the electronic monitoring program. During the one-year trial term, the parties agree to negotiate in good faith any changes to program operation and/or the terms of the agreement, in order to insure the

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efficient operation and economic viability of the program. At the end of the one-year term, The Department and WASPC shall evaluate and negotiate any extension of this provision, if any.

**IN WITNESS WHEREOF**, The parties have executed this Agreement by their duly authorized representatives, effective the date of full execution by the parties

DATED: August 31, 1999

SIGNED: [Signature] Interim City Mgr  
Authorized Representative

SIGNED: [Signature]  
Authorized Representative

[Signature]  
Approved As To Form

DATED: July 9, 1999

SIGNED: [Signature]  
Larry V. Erickson, Executive Director  
Washington Association of Sheriffs and Police Chiefs

**Tom Gallagher, Attorney at Law**  
[Signature]  
Approved As To Form