

**FIRST AMENDMENT TO CITY OF TACOMA
WSCA-NASPO COOPERATIVE AGREEMENT
ELECTRONIC MONITORING OF OFFENDERS**

This first amendment (Amendment) to the agreement for electronic monitoring services by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and Sentinel Offender Services, LLC a Delaware Corporation ("Contractor") dated December 19, 2016 (Agreement), is effective as of the 20th day of December, 2017 (the "Effective Date").

WHEREAS, the Contractor has previously entered into the Agreement with the City for electronic home monitoring services, and

WHEREAS, the Contractor can now provide enhanced radio frequency electronic monitoring equipment capable of, allowing calls to be placed to the participant's residence, allowing for the participants to dial a pre-designated telephone number such as the court or the Sentinel Tacoma office, and restricting out-going calls to specific locations, and

WHEREAS, the Pierce County District Court has expressed interest in using the electronic home monitoring services of the Contractor to be provided at the same location as service delivery for the City, and

WHEREAS, the City and Contractor desire to amend the Agreement by extending the term from December 19, 2017 to December 31, 2018, adding pricing for enhanced radio frequency electronic monitoring devices, authorizing the Contractor to use the delivery location to provide services to participants referred by Pierce County District Court, and authorizing two additional one-year extensions for a total estimated cost of **\$1,110,000** for the term of the contract as extended, inclusive of the two one-year contract extensions;

NOW THEREFORE, it is hereby agreed as follows:

Section 1. The section of the Agreement entitled "Term" is hereby amended to read in its entirety as follows:

Term:

The Term of this Contract ~~is one year from the Effective Date shall expire on December 31, 2018. City will conduct a performance review of Contractor on or about six months from Effective Date. If City is satisfied with Contractor's performance the Contract will continue through the one year Term. If City is not satisfied with Contractor's performance City may terminate this Contract subject~~

~~to the termination provisions contained herein.~~ Contractor agrees to cooperate with City's request for reports, data and records necessary to City's review of Contractor's performance.

The Contract may be renewed upon mutual agreement of the City, by and through the City Manager, and Contractor for up to two additional one-year terms upon the same terms and conditions; provided that, the pricing may be adjusted and new services added as mutually agreed. ~~City will provide written notification of its intent to renew this Contract subject to the Notices provision herein no later than sixty (60) days from the expiration date of the then existing Term.~~

Section 2. The section of the Agreement entitled "Compensation and Management" shall be amended to provide in its entirety as follows:

Compensation and Payment:

Services/Pricing for City of Tacoma Municipal Court. The following prices are inclusive of Equipment, Monitoring Services, Optional Vendor Provided Offender Services for Contractor Installation/Removal of Equipment, and provision of full-services, on-site case management.

1. GPS Tracking \$14.00/unit/day
2. Alcohol Monitoring Transdermal Equipment with Landline Communication \$15.00/unit/day
3. Alcohol Monitoring Transdermal Equipment with Cellular Communication \$16.00/unit/day
4. Alcohol Monitoring Portable Device \$10.00/unit/day
5. Radio Frequency Electronic Monitoring Device \$11.00/unit/day
6. Enhanced Radio Frequency Electronic Monitoring Device ~~\$42~~16.00/unit/day
7. SenTrack Case Management Software is included with service at no additional charge.
8. After-Hours services \$400 per week.

Payments will be made through City's ordinary payment process, and shall be paid after 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

The total price to be paid by City for Contractor's full and complete performance hereunder shall not exceed ~~\$200,000~~ \$1,110,000 over the ~~initial one-year Term~~ of this contract, inclusive of the two additional one-year extensions, without written consent of the City. No additional administrative fees will be assessed by Contractor or paid by City.

Section 3. Exhibit “A” to the Agreement is hereby amended by the Addition of new Exhibit “A-1” attached hereto as Exhibit “A-1”.

Section 4. The section of the Agreement entitled “On Site Case Management” shall be amended as follows:

On Site Case Management:

On site case management will occur at a designated location in the Tacoma Municipal Court facilities located at 930 Tacoma Avenue South, Tacoma Washington 98402. City will provide the designated location at no additional charge. Location will be suitable for the provision of the services under the Contract and shall only be used by Contractor for the direct provision of services under this Contract; provided that, this location may be utilized for delivery of electronic home monitoring services provided by the Contractor to the Pierce County District Court in accordance with the terms and conditions set forth below. The designated location will include telecommunication capabilities and an analog telephone. Telecommunication services necessary for Contractor’s performance will be selected by Contractor and procured directly by Contractor at Contractor’s sole expense. City reserves the right to invoice Contractor for any charges City may incur from Contractor’s use of telecommunication services, including but not limited to any long distance charges.

Pierce County District Court. The Contractor may, subject to the following terms and conditions and upon submission of a notice in writing to the City 5 days prior to the commencement date, begin use of the on-site case management location for delivery of electronic home monitoring services to the Pierce County District Court. Such use is conditioned upon the following:

1. Priority. Participants referred by the Tacoma Municipal Court for installation of monitoring devices shall be given priority over other participants;
2. Staffing, Materials and Equipment. Contractor shall maintain adequate staffing, materials and equipment to ensure that service delivery to the Pierce County District Court does not obstruct, impede or interfere with service delivery to City. Contractor agrees to cooperate with City’s request for reports, data and records for the purpose of determining compliance with this requirement;
3. Credit. In consideration for Contractor’s use of the on-site case management location for service delivery to Pierce County District Court, Contractor agrees that it shall provide a credit to the City of **fifty dollars (\$50.00)** for each installation for a participant referred by the Pierce County District Court. Contractor shall maintain a record of all such installations and agrees to cooperate with City’s request for

- reports, data and records for the purpose of determining compliance with this requirement; and
4. On a monthly basis, the Contractor shall credit against the City's invoice the sum total of all such credits accrued during the month being invoiced. For example, if during the month of August, the Contractor installed monitoring devices on 10 participants referred by the Pierce County District Court, the sum total to be credited against the August invoice would be \$500.00.

The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

Section 5. A new section shall be added to the Agreement following the section entitled "On Site Case Management", which new section shall read as follows:

After-Hours and Weekend Installation Services:

Ordinary business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday except holidays observed by the Tacoma Municipal Court. In order to serve those participants that are eligible for release onto home detention but are cleared after ordinary business hours, commencing on June 1, 2018, Sentinel staff will be available until 8:00pm on Monday through Friday, and from 9:00am to 2:00pm on weekends. This will allow an additional 25 hours of access to enroll jail-release participants onto the program. After-hours and weekend installation services will be available to self-pay participants and participants deemed indigent by the court.

Sentinel personnel will perform these equipment installations at the Pierce County Jail front lobby or designated release room. This will allow the installations to occur as required inside a safe facility, and ensure immediate supervision and monitoring of the participant before being released from the jail.

Sentinel will provide a daily listing of all after-hours installations that occur identifying the participants and whether they were self-pay or indigent. This will be provided to program administration for tracking and records purposes.

The service fee assessed to self-pay participants for after-hours and weekend installation services will be \$150.00 per person. The service fee assessed to the City for participants deemed indigent by the Court for after-hours and weekend installation services will be the rate as set forth in this Agreement. Sentinel will credit the City of Tacoma **thirty-five dollars (\$35.00)** for each self-pay participant that is enrolled during after-hour and weekend installations. Sentinel will itemize on the monthly invoice the total monthly credit to be applied against the amount due for the month in which the after-hours and week-end installation services were provided.

The City reserves the right to terminate the after-hours service upon 30 days written notice.

Section 6. Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain the same and in full force and effect. The City and Contractor further agree that in the event that this Amendment is executed on or after the Effective Date, this Amendment shall be interpreted and applied as though the Amendment had been executed on or before the Effective Date.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the Effective Date first written above.

CITY OF TACOMA

SENTINEL OFFENDER SERVICES, LLC

Elizabeth A. Pauli, City Manager

Authorized Representative of Contractor

Andrew Cherullo, Finance Director

Dennis Fuller
Printed Name

Approved as to Form:

Title: Chief Financial Officer

Chief Deputy City Attorney

Attest:

201 Technology Drive
Irvine, CA 92618
Address

Doris Sorum, City Clerk

EXHIBIT A-1

Addition of Radio Frequency Home Monitoring Unit With Advanced Direct Communication Feature

Effective as of March 1, 2018, Sentinel will provide the City of Tacoma Municipal Court Electronic Monitoring Program with the new RF Patrol Electronic Monitoring Home Direct Communication Unit. This device will be available in addition to the standard RF Patrol home units.

Device Details

This device will be utilized for situations where the Court requests the ability to communicate directly with a program participant that has been ordered onto the Electronic Monitoring Program, but has no residential telephone or cellular phone. The device will function with the existing RF Patrol Ankle Transmitter and report all transmitter activities including:

- All transmitter exits or enters to the residence
- Tamper status
- Low Battery status

In the event of residential power loss, the RF Patrol DC Home Unit will operate for more than 70 hours through its internal back-up battery. The unit also has the same built-in memory as the standard home unit that will store events and activity if the unit cannot communicate with the monitoring center for any reason.

Direct Communication Feature

The RF Patrol DC Unit is provided with a built-in handset and internal cellular modem so that no residential telephone line is required for the unit to receive or make telephone calls to and from designated personnel. The units will be programmed with the ability to make out-going calls to pre-designated telephone numbers (the court and Sentinel), as well as receive calls only from designated personnel. The participant will not be provided the direct telephone number to the RF Patrol DC Unit and will not be able to make any out-going calls to any other party.

Daily Rate for Service

The RF Patrol DC system will be provided at the **rate/day/per unit** in service as set forth in the Agreement, as amended. This includes the complete unit along with the advanced cellular-enabled direct communication connectivity. The equipment will be provided as needed based on court orders. Replacement costs for these RF Patrol DC Home Units is \$1,150.00; all other equipment replacement costs remain the same.