

**2019-0360**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(CHIEF ADMINISTRATIVE OFFICER)**

**ORDINANCE NO. 19-12-5**

An ordinance to approve and authorize the execution of an agreement between the Parish of St. Charles and ETOH Monitoring, LLC for Juvenile electronic monitoring services.

**WHEREAS,** the 29th Judicial District Court serves as a critical part of the Juvenile Justice System for and in St. Charles Parish; and,

**WHEREAS,** when a need arises to house a juvenile pending a pre-adjudication, St. Charles Parish must rely on the availability of a bed, or beds, in neighboring parishes; and,

**WHEREAS,** Act 147 of the 2019 Legislative Session changed several laws regarding juvenile justice and among other changes, enacted La. Ch. C. Art. 815.1, which allows for each parish to develop its own program to serve as an alternative to detention; and,

**WHEREAS,** one such pre-adjudication detention alternative is a pre-adjudication supervision program which incorporates a pre-adjudication screening instrument, pre-adjudication community supervision, and pre-adjudication electronic GPS monitoring; and,

**WHEREAS,** St. Charles Parish is desirous of providing the electronic GPS monitoring component of the pre-adjudication supervision program as an alternative to pre-adjudication detention.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Agreement between St. Charles Parish and ETOH Monitoring, LLC for Juvenile electronic monitoring services is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

**YEAS:** BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, FLETCHER, FISHER-PERRIER  
**NAYS:** BELLOCK  
**ABSENT:** NONE

And the ordinance was declared adopted this 2nd day of December, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: December 3, 2019

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: December 5, 2019

AT: 4:15 pm RECD BY: [Signature]

**AGREEMENT**  
**BETWEEN**  
**ST. CHARLES PARISH**  
**AND**

**ETOH MONITORING, LLC**

The hereinafter and undersigned parties, namely

**ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, Parish President, which mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. 19-12-5, adopted by the St. Charles Parish Council on the 2nd day of December, 2019, a copy of which is attached hereto and made a part hereof,

and

**ETOH MONITORING, LLC**, a Louisiana Limited Liability Company, herein represented by Christian W. Helmke, duly authorized, which mailing address is 4833 Conti Street, Suite 100, New Orleans, LA 70119;

and for the reasons hereinafter stated, agree and contract as follows:

**WHEREAS**, the 29<sup>th</sup> Judicial District Court serves as the Juvenile Justice System for St. Charles Parish;

**WHEREAS**, in the Juvenile Justice System, pre-adjudication detention most frequently occurs in two circumstances, the first being when the juvenile is found to present a risk of danger to the public or to another person, and the second being when the juvenile commits another delinquent or status offense pending the proceeding on the initial offense;

**WHEREAS**, ST. CHARLES PARISH does not maintain and operate a juvenile detention facility;

**WHEREAS**, when a need arises to house a juvenile pending a pre-adjudication, ST. CHARLES PARISH must rely on the availability of a bed or beds in neighboring parishes at a cost of approximately \$275 per day;

**WHEREAS**, Act 147 of the 2019 Legislative Session changed several laws regarding juvenile justice and among other changes, enacted La. Ch. C. Art. 815.1, which allows for each parish to develop its own program to serve as an alternative to detention;

**WHEREAS**, one such pre-adjudication detention alternative is a pre-adjudication supervision program which incorporates a pre-adjudication screening instrument, pre-adjudication community supervision, and pre-adjudication electronic GPS monitoring;

**WHEREAS**, ST. CHARLES PARISH is desirous of providing the electronic GPS monitoring component of the pre-adjudication supervision program as a cost-effective alternative to pre-adjudication detention;

**WHEREAS**, ETOH MONITORING, LLC is a Louisiana entity which provides electronic GPS monitoring services;

**WHEREFORE**, the premises considered:

ETOH MONITORING, LLC hereby agrees to furnish GPS monitoring of juveniles for the benefit of ST. CHARLES PARISH, and as ordered by the Court, as follows:

- (1) Installation fee of \$50.00 – which is a one-time fee which covers the cost of reservation of the equipment, installation, maintenance and removal of same;
- (2) Daily monitoring, reporting and testimony as required for a fee of \$7.50 per day per installed GPS monitoring device.

The parties further agree that should a monitoring device not be returned to ETOH MONITORING, LLC with a reasonable time after the conclusion of the term for which it was ordered to be worn by the juvenile, then ST. CHARLES PARISH shall pay and replacement costs of \$675.00 per monitor.

Either party can cancel this Agreement by giving sixty (60) days written notice to the other of said party's intent to cancel.

Any notice allowed for herein shall be given by certified mail, return-receipt requested as follows:

ST. CHARLES PARISH  
P. O. Box 302  
Hahnville, LA 70057

ETOH MONITORING, LLC  
Suite 100  
4833 Conti Street  
New Orleans, LA 70119

with a copy to:

Chief Judge  
29<sup>th</sup> Judicial District Court  
P. O. Box 424  
Hahnville, LA 70057; and


Director of Legal Services  
St. Charles Parish  
P.O. Box 302  
Hahnville, LA 70057

**THUS** agreed upon on the days and date hereinafter written.

**ST. CHARLES PARISH**

**ETOH MONITORING, LLC**

BY:   
LARRY COCHRAN, PRESIDENT

BY:   
CHRISTIAN W. HELMKE, MANAGER

DATE: 12-5-19

DATE: 11/7/2019