

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. _____, adopted by the St. Charles Parish Council on the ____ day of _____, 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 29th 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
29th 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: _____

DATE: _____