

STATE OF SOUTH DAKOTA)
)
COUNTY OF _____)

IN CIRCUIT COURT

_____ JUDICIAL CIRCUIT

STATE OF SOUTH DAKOTA,)
)
Plaintiff)
vs.)
)
_____)

File No. _____
24/7 Sobriety Program
Participation Agreement
Ignition Interlock Testing

Defendant.)

I, _____, have agreed to my placement in the 24/7 Sobriety Program and ignition interlock testing. I understand that to qualify for this type of testing I need to have and maintain a valid driver license or work permit, proof of financial responsibility and a motor vehicle which I am a named insured and principal driver. The make and license number of the motor vehicle the ignition interlock device will be installed: _____. While under ignition interlock testing I will not operate any other motor vehicle.

As a condition of being placed in this Program, I agree to strictly comply with all Program requirements set forth in this Agreement, the placement order or directive, and to follow the instructions of my court service officer, parole agent or law enforcement representative (hereinafter referred to as "Contact Person"). I further agree to assist in my enrollment in the 24/7 Sobriety Program and execute all documents that are part of the enrollment process.

I agree to obtain an approved ignition interlock device from a manufacturer's authorized vendor on the motor vehicle I will be operating and use for testing (hereinafter referred to as "vendor"). I further agree to be financially responsible for all costs associated with the installation and operation of the device on my motor vehicle during the time period I am ordered or directed to be on the test. I agree to pay the vendor for device installation and operation and all participation fees and the rates and amounts set by administrative rule, currently set at \$1.00 per day. I also agree to pay the testing entity, enrollment and periodic inspection fees at the rates set by administrative rule. The enrollment fee is \$40.00 and the current periodic inspection fee is \$20.00 for each inspection. I understand the fees and cost are subject to change while I am on the Program.

I agree to comply with all instructions provided by the vendor and Contact Person regarding the operation and maintenance of the ignition interlock device and testing procedures. I further agree to bring the motor vehicle back to the authorized vendor as directed by the vendor or my Contact Person. I understand that once the ignition interlock device is installed in my vehicle that it will remain installed until its removal is authorized by the Contact Person,

I agree, unless other arrangements have been made, to bring my motor vehicle to the Contact Person within 24 hour of device installation for installation verification. At that time I will provide the Contact Person with the motor vehicle for inspection of the ignition interlock device and documentation provided by the vendor at the time of installation. I further agree to provide the motor vehicle to the Contact Person every 60 days or as directed for monitoring. At that time I will also provide documentation obtained from the vendor regarding device inspections, recalibration and repairs.

I will not possess or consume marijuana or any controlled drug or substance not lawfully prescribed by a licensed practitioner as authorized by chapters 22-42 and 34-20B, nor will I knowingly be present where other persons are doing so. I will not consume any alcohol, nor will I enter any bar or other establishment where alcohol is offered for sale and consumption on the premises. I will not consume or use any of the following items for a period of at least 30 minutes before the twice-a-day testing: mouthwash, toothpaste, cough syrup, carbonated beverages, and food and tobacco products.

I shall timely submit to all ignition interlock testing directed by the device while operating the motor vehicle. In addition I will submit to twice daily breath tests with the ignition interlock device even if I am do not intend on operating the motor vehicle. The twice daily breath tests will take place between the hours of _____ a.m. and _____ a.m. and between _____ p.m. and _____ p.m. I agree that during all tests I will be sitting in the front seat of the motor vehicle directly behind the steering wheel.

I acknowledge that the ignition interlock device installed in my vehicle has GPS capabilities and that during the time period the device is installed, the location of my vehicle will be known by my Contact Person and location information may be made, viewed or used by other law enforcement, Corrections and Court Services personnel for law enforcement, Corrections or Court Services purposes. I further acknowledge that the photo identification verification process that occurs during testing will include a large portion of the inside vehicle compartment that will be viewed by my Contact Person, and may be made, viewed or used by other law enforcement, Corrections and Court Services personnel for law enforcement, Corrections or Court Services purposes. I understand and agree that by executing this Participation Agreement I am consenting to the use of GPS location information and photo identification by any law enforcement agency, Correctional officer or Court Services officer for any purpose.

If I experience problems with the ignition interlock device, I agree to notify immediately my Contact Person and immediately contact the vendor. If I am unable to personally reach my Contact Person, I agree to leave notification on the Contact Person's message service or by other documented means. I will include my name, date, time, and the nature of my problem.

I agree to submit to any other alcohol testing I have been enrolled in: 1) prior to installation and inspection of the ignition interlock device by the Contact Person and for a short time period thereafter; 2) during any time period the ignition interlock device is

removed or inoperable due to device malfunction, my failure to fulfill financial obligations, or other reason; 3) for any other reason where I am excused from ignition interlock testing by the Contact Person and 4) whenever I am requested to do so by the Contact Person, law enforcement agency, correctional officer or court service officer.

I understand that my failure to comply with this Agreement or the instructions of the vendor or my Contact Person will be considered a violation of the order or directive placing me in the Program and may result in adverse legal consequences, including my incarceration. Should I violate any of the conditions of this Agreement, should the presence of alcohol be determined on my breath by the ignition interlock device, or I fail to submit a breath test twice a day at the times set forth above, I understand that I will be reported and if authorized under the placement order or directive, I may be detained, immediately taken into custody and held without bond until the matter can be brought before one of the judges of the Judicial Circuit captioned above or as otherwise provided by state law.

I understand that information regarding my participation in this Program, including my enrollment, reporting, test results, and payment of fees, will be placed in a reporting system that is operated by the Attorney General's Office and may be accessed by state and local agencies associated with my placement in the Program.

ACKNOWLEDGEMENT

I, _____, hereby acknowledge that I have read this Participation Agreement and understand its terms. I agree to comply with each of the conditions of my participation in the 24/7 Sobriety Program.

DATED: _____

Participant's signature

Witness' name and title (please print or type)

Witness' signature