

**AGREEMENT
BETWEEN THE CITY OF CENTRALIA POLICE DEPARTMENT AND
THE CITY OF CHEHALIS MUNICIPAL COURT
FOR SAFE AND SOBER (SAS) SOBRIETY PROGRAM TESTING SERVICES**

This Agreement is made and entered into on this 7th day of January, 2020 by and between the City of Centralia Police Department, a municipal corporation established under the laws of the State of Washington (hereinafter referred to as "Centralia") and The City of Chehalis Municipal Court, a municipal corporation established under the laws of the State of Washington (hereinafter referred to as "Chehalis"). Centralia and Chehalis shall be referred to collectively as the "Parties."

WHEREAS, the City of Centralia, the City of Chehalis and Lewis County have entered into the "Interlocal Compact for Cooperation in Law Enforcement and Related Activities of 2017" which provides for mutual cooperation with law enforcement related activities; and

WHEREAS, Centralia and Chehalis desire to further the mutual cooperation between the Parties: and

WHEREAS, Centralia currently participates in and administers a 24/7 Sobriety Program as established under RCW 36.28A.300 through 390; and

WHEREAS, Chehalis desires to establish and participate in the 24/7 Sobriety Program; and

WHEREAS, Chehalis is requesting that Centralia perform the testing of Chehalis 24/7 Sobriety Program participants;

NOW THEREFORE, the Parties agree to the following:

1. Centralia agrees to administer and perform the testing of Chehalis 24/7 participants for Chehalis.
2. Chehalis authorizes Centralia to acknowledge and document violations committed by Chehalis participants in the program. Centralia shall transmit documentation to Chehalis, in a timely manner, regarding violations committed by Chehalis participants.
3. Chehalis authorizes Centralia to impose consequences for violations committed by Chehalis participants. Consequences shall include written warnings up to and including jail time as prescribed in RCW 36.28A.390 and the 24/7 Sobriety Program written guidelines. Chehalis gives Centralia the

authority to arrest according to RCW 36.28A.390 and/or as a violation of a Chehalis court order in such situations. Chehalis shall be responsible for the costs associated with incarceration imposed as a result of Chehalis participants' violations.

4. Chehalis participants shall individually and personally, be responsible for all costs associated with the program. This shall include, but not be limited to the costs of testing. All fees shall be paid to the City of Centralia Police Department and shall be disbursed according to the Centralia/Washington Association of Sheriffs and Police Chiefs Interagency Agreement that is in effect.
5. Any additional costs associated with unanticipated testing or lab examinations, not collected from the participants at time of testing, shall be the responsibility of Chehalis.
6. Chehalis shall defend, indemnify and hold Centralia, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Centralia.

Centralia shall defend, indemnify and hold Chehalis, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Chehalis.

7. The Parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Parties and their respective employees. The minimum scope of insurance is described below:
 - a. Automobile Insurance-each Party shall provide self-insurance or risk pool coverage covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- b. Commercial General Liability Insurance-each party shall provide self-insurance or risk pool coverage covering liability with limits of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
8. The Parties understand that the 24/7 Sobriety Program is a new program and subject to changes. The Parties may amend this document through mutual agreement, from time to time to reflect necessary changes in law, rule and application of process and procedures associated with this program.
9. The Parties agree to adhere to Exhibit A (attached) of the Centralia/WASPC 24/7 Sobriety Program Interagency Agreement that is in effect.
10. This Agreement shall be in effect for one year from the date of signature. 90 days prior to the expiration of the MOU the Parties shall meet to review the 24/7 Sobriety Program and the process associated with the program to determine if amendments to the MOU and to the program as applied are required. The MOU may be renewed at this meeting upon agreement of the Parties.
11. Either Party to this Agreement may terminate the MOU with 30 days written notice to the other Party. Notice shall be sent regular mail to the following:
City of Centralia:
Deena Bilodeau, City Clerk
City of Centralia
POB 609
Centralia, WA 98531

City of Chehalis:
Caryn Foley, City Clerk
350 N Market Blvd
Chehalis, WA 98532
12. Each Party shall be responsible for retention and disclosure of all documents associated with this program in accordance with the Washington State Public Records Act and Washington State Retention Schedule. The Parties agree to work together to fulfill requests for production of public records in a timely manner as prescribed by law.
13. Any dispute that may arise as a result of this program between the Parties shall be dealt with at the staff level. In the event that a dispute arises that cannot be resolved between the Parties, the Parties may voluntarily elect to

participate in dispute resolution. Venue for all legal actions shall be in the Superior Court of Washington for Lewis County.

CITY OF CENTRALIA

By


Robert Hill
City Manager

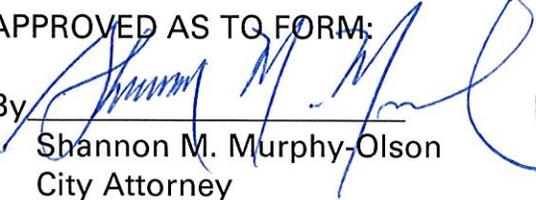
CITY OF CHEHALIS

By


Jill Anderson
City Manager

APPROVED AS TO FORM:

By


Shannon M. Murphy-Olson
City Attorney

APPROVED AS TO FORM:

By


Erin L. Hiller
City Attorney

EXHIBIT A

STATEMENT OF WORK

Pursuant to RCW 36.28A 300 through 390, people charged with, arrested for, or convicted of their second or subsequent DUI or Physical Control offense under RCW 46.61.502 or 504, may be ordered by the judge as a condition of bond, pre-trial release, or sentence, to participate in the state's 24/7 Sobriety Program as an alternative to incarceration.

The program name "24/7 Sobriety Program" means a twenty-four hour and seven day a week sobriety program in which a participant submits to the testing of the participant's blood, breath, urine, or other bodily substances in order to determine the presence of alcohol, marijuana, or any controlled substance in the participant's body.

ACTIVITIES

WASPC agrees to provide to participating agency:

- (1) A data management system for the 24/7 Sobriety Program;
- (2) Liaison with the 24/7 Sobriety Program data management vendor;
- (3) Assistance in obtaining alcohol monitoring devices and supplies for the 24/7 Sobriety Program;
- (4) Form templates necessary for the 24/7 Sobriety Program;
- (5) Assistance and coordination with the local 24/7 program and their stakeholders in the implementation of the 24/7 Sobriety Program.
- (6) Liaison with Washington Traffic Safety Commission in the development of media and other educational material related to the 24/7 Sobriety Program and impaired driving.
- (7) Liaison with the Governor and Legislators in matters related to the 24/7 Sobriety Program and impaired driving.

PARTICIPATING AGENCY agrees to:

- (1) Assign a program manager to establish and oversee their 24/7 Sobriety Program;
- (2) Establish and maintain a local 24/7 Sobriety Program working group. This working group, at a minimum, shall include a member of the local judicial staff, judge, law enforcement, prosecutor, probation, corrections, and public defender/defense bar.
- (3) Establish a county or city 24/7 sobriety account.
- (4) Comply with court orders, written directives, authorizing statutes, policy/procedures in conducting enrollment, testing, fee collection, and reporting activities;
- (5) Establish the 24/7 testing locations, testing device(s) used, and times for testing.

- (6) Provide Information Technology infrastructure, testing equipment, associated supplies, personnel, test site(s) and all overhead costs.
- (7) Timely submit all applicable fees received for deposit in the 24/7 Sobriety Accounts;
- (8) In the event a participating agency designates one or more entities to perform enrollment, testing and reporting functions under the 24/7 Sobriety Program, participating agency agrees to require such designated entity or entities to comply with the terms and conditions of this AGREEMENT resulting from such designation;
- (9) Abide by the terms of the WASPC/Vendor data management system contract;
- (10) Abide by the Washington State 24/7 Sobriety Program "Guidelines for Participating Agencies" document.
- (11) Fully cooperate with WASPC and other participating agencies in implementing, troubleshooting, and reviewing the 24/7 Sobriety Program.

24/7 PARTICIPANTS AND TESTING DEVICES

- (1) A participant in the 24/7 Sobriety Program shall submit to court ordered breath alcohol/drug testing, through the use of an electronic instrument, at least twice a day, approximately 12 hours apart, at a physical location chosen by the participating agency.
- (2) A participant may be placed on a remote electronic instrument that is capable of scheduled or random breath tests or continuous monitoring by the use of transdermal alcohol technology.
- (3) All testing devices must be pre-approved by WASPC and monitoring centers must have the capability to immediately (preferred but not later than 24 hours) report participants' electronic instrument's installation date, failed or no test results, and removal date, to the 24/7 test site or other designated contact.

24/7 TESTING FEES

- (1) Enrollment.
Each participant enrolled in the 24/7 Sobriety Program will pay a one-time thirty dollar (\$30.00) enrollment fee. The enrollment fee will be collected by the participating agency for deposit into the local 24/7 Sobriety Account.
- (2) On-Site Portable Breath Test (PBT) User and Participation Fee.
Each participant assigned to on-site breath testing shall pay two dollars (\$2.00) per test (one dollar and fifty cents (\$1.50) test fee and fifty cents (\$.50) participation fee). These fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test to the state's 24/7 Sobriety Account. The fee is payable contemporaneously or in advance on a weekly basis, or in accordance with a schedule established at the testing site. This does not preclude the participant from paying in advance for a period of time more than one week.

- (3) Remote Electronic Alcohol Monitoring Participation Fee.
 - a. No more than twelve dollars (\$12.00) per day for a remote breath testing device. This fee will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) of the per day fee to the state's 24/7 Sobriety Account.
 - b. No more than fifteen dollars (\$15.00) per day for a transdermal device (ankle bracelet) plus a thirty dollar (\$30.00) activation fee and a thirty dollar (\$30.00) de-activation fee (the participant will not pay the enrollment fee). These fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per day fee to the state's 24/7 Sobriety Account.
- (4) Urinalysis/Drug Patch User and Participation Fee.
 - a. Ten dollars (\$10.00) per test for urinalysis plus the charge of laboratory confirmation on a positive screening test. The fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test recorded into the sobriety database to the state's 24/7 Sobriety Account.
 - b. Fifty dollars (\$50.00) per patch per week for drug patch testing. The fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test to the state's 24/7 Sobriety Account.
 - c. The duration and frequency of drug testing will be determined by the court. The time and location of the urine testing will be determined by the individual 24/7 sobriety testing center.
- (5) Juvenile Participant Fees.

The same fees applicable to adult participants are applicable to juveniles ordered by the Juvenile Court to participate in the 24/7 Sobriety Program.

Remote electronic instrument monitoring and rental/lease fees, urinalysis, drug test, installation and/or deactivation fees will be set by the individual participating agency or their designee and will be paid by the participant.

ALL PARTIES AGREE THAT:

- (1) Fees will be collected by the sheriff or chief, or an entity designated by the sheriff or chief, and deposited with the county or city treasurer. The proceeds of which shall be applied and used only to defray the recurring costs of the 24/7 Sobriety Program including maintaining equipment, funding support services, and ensuring compliance;
- (2) Fees will be collected, deposited, and dispersed in accordance with RCW 36.28A.320, 36.28A.370 and OFM rules.

- (3) All applicable fees shall be paid by the participant contemporaneously or in advance of the time when the fee becomes due. There will be no participant credit allowed and testing will not proceed without fee payment.
- (4) The court shall not waive or reduce fees or associated costs charged for participation in the 24/7 Sobriety Program.
- (5) A participant may be removed from the 24/7 Sobriety Program by the court at any time.