

#815-2001

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2/18/20

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
AND THE CLALLAM COUNTY SHERIFF DEPARTMENT**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Washington Association of Sheriffs and Police Chiefs (“WASPC”), and the Clallam County Sheriff Department (“Participating Agency”).

THEREFORE, IT IS MUTUALLY AGREED THAT the Participating Agency shall establish and maintain a 24/7 Sobriety Program as outlined in RCW 36.28A.300-390 and Exhibit A hereto, to monitor people charged with, arrested for, or convicted of, one or more prior offenses under RCW 46.61.502 (DUI), 46.61.504 (Physical Control), or as defined in 46.61.5055 (14) (Penalties) per the terms and conditions of this Agreement.

1. ADMINISTRATION, FINANCING, AND PROPERTY ACQUISITION

This Agreement will be administered by the Parties as set forth in Exhibit A, which is incorporated into this Agreement by this reference. This Agreement does not create any separate legal or administrative entity, nor does it contemplate any joint financing. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

2. TERM

The Term of this Agreement shall commence on February 1, 2020 and remain in effect for a period of two calendar years.

3. COMPENSATION

The cost of and fees collected to accomplish the work is described in Exhibit A.

4. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct funds expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, or the Office of the State Auditor so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for six years.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any software specific material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, both parties recognize that documents may be subject to disclosure pursuant to RCW

42.56, and nothing in this section is intended to otherwise limit disclosure otherwise required subject to reasonable notice of the intent to disclose software specific material being provided to the other party.

5. RIGHTS IN DATA

Unless otherwise provided, WASPC data that originates from this Agreement shall be owned by WASPC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

6. INDEPENDENT CAPACITY

The employees or agents of each party engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

7. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

8. TERMINATION

Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. TERMINATION FOR CAUSE

If either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such default and the opportunity to cure within thirty (30) business days. If the default is not timely cured, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

10. NONDISCRIMINATION

The Participating Agency will comply with all applicable State statutes and implementing regulations relating to nondiscrimination.

11. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute

Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules, and decide the dispute. The decision of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

12. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable county or city laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state, county, and city statutes and rules;
- b. Terms and Conditions of this agreement;
- c. Any Amendment executed under this Contract;
- d. Any Statement of Work executed under this Contract; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

13. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

14. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

15. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. DESIGNATED CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications regarding the performance of this Agreement:

| WASPC Contact | AGENCY Contact |
|--|---|
| WA Assn. of Sheriffs and Police Chiefs Jamie Weimer, Projects & Programs Mgr. 3060 Willamette Drive NE Lacey, WA 98516 360.486.2419 jweimer@waspc.org | Clallam County Sheriff's Office Don Wenzl, Administrative Sergeant 223 East 4th Street, Suite 12 Port Angeles, WA 98362 360.417.2566 dwenzl@co.clallam.wa.us |

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

 3/2/2020
Signature Date

Steve Strachan Executive Director
Printed Name Title

PARTICIPATING AGENCY

Board of Clallam County Commissioners
 2/18/20
Signature Date

Mark Ozias Chairman of the Board
Printed Name Title

CLALLAM COUNTY SHERIFF'S OFFICE

 2-5-2020
Signature Date

W. L. Benedict Sheriff
Printed Name Title

APPROVED AS TO FORM


CLALLAM CO. PROSECUTOR'S OFFICE
DATE: 1/31/20

EXHIBIT A

STATEMENT OF WORK

Pursuant to RCW 10.21.055 and 46.61.5055, people charged with, arrested for, or convicted of alcohol and/or drug offenses under RCW 46.61.502 (DUI), 504 (Physical Control), or as defined in 46.61.5055 (14) (Penalty) may be ordered by the judge as a condition of bond, pre-trial release, or sentence, to participate in the 24/7 Sobriety Program.

The program name “24/7 Sobriety Program” means a twenty-four hour and seven day a week monitoring program in which a participant submits to the testing of their 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 24/7 Sobriety Program “Guidelines for Participating Agencies” document.
- (11) Use on-site PBT testing as the default alcohol testing protocol.
- (12) 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 testing, through the use of a PBT, 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 testing device that is capable of scheduled and/or random breath tests or continuous monitoring by the use of transdermal alcohol technology.
- (3) All testing devices must have the capability to immediately report participants’ electronic instrument’s installation date, and testing results to the 24/7 test site or other designated contact.

24/7 TESTING FEES

- (1) Enrollment
 - a. 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.
 - a. 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) de-activation 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) of the 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 if necessary. 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.

- a. The same fees applicable to adult participants are applicable to juveniles ordered by the Juvenile Court to participate in the 24/7 sobriety program.

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.