

CITY OF CENTRALIA DRUG COURT SERVICE AGREEMENT

This Agreement is entered into between the City of Centralia, acting by and through the Centralia Police Department, (“City”) and the Lewis County Superior Court (“Superior Court”) upon the date of signature by both parties.

AGREEMENT

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Purpose.

The purpose of this agreement is to identify the duties and responsibilities of the parties relating to Lewis County Superior Court’s Drug Court program. The program is a collaborative effort among members of the Lewis County Law and Justice team to prevent drug-related offenses, reduce recidivism, and promote rehabilitation for citizens dealing with substance abuse.

§1.02 Duration.

This agreement will continuously remain in full force and effect through December 1, 2026, or until terminated as specified in Part 2. This contract may be renewed at the discretion of the Lewis County Board of County Commissioners.

§1.03 Duties and Responsibilities of the City

- (1) The City shall assign Drug Court Compliance Officers (“Compliance Officers”) from within the Centralia Police Department, with input from Superior Court, to perform the services specified in Section 4. It is the expectation of the parties that the Compliance Officers will be the same one or two officers and that each officer will undertake the assignment for at least one year. The parties acknowledge that substitute officers may be occasionally needed; however, it is the intent of the parties that substitutes be few and far between.
- (2) The City shall designate a Centralia Police Department Commander to serve as the City’s staff liaison to Superior Court’s Drug Court Manager. The staff liaison shall be responsible for addressing issues or concerns regarding the Compliance Officers, which shall be resolved between the Drug Court Manager and Commander. If the Compliance Officers are on leave or if the Centralia Police Department reaches a staffing level that impacts the operational needs or safety of city employees, the City will coordinate with the Drug Court Manager to make every attempt to meet the needs of Drug Court.
- (3) The City’s Chief of Police and/or their designee shall attend quarterly process meetings.
- (4) The City shall provide auxiliary staff support/assistance as needed and when available.
- (5) The City shall be responsible for the initial law enforcement training, continuing education, maintaining certifications, supervision of its officers, and ensuring that the officers follow all applicable laws. Nothing in this agreement expressly or impliedly creates a duty for Lewis County, the Superior Court, or Drug Court to train officers regarding law enforcement duties, safety, responsibilities, or requirements or to provide for the supervision of the same. Compliance Officers shall abide by all County policies and direction if said policies differ from that of the City.

- (6) The City shall remain solely responsible for Drug Court Compliance Officers at all times. Compliance Officers shall be employees of the Centralia Police Department and shall continue to be employed in that capacity while performing the duties and responsibilities prescribed herein. Nothing in this agreement nor in the City's or its employees' performance of the duties and responsibilities shall operate to vest any employment rights whatsoever or be deemed to create an employer-employee relationship or joint venture between Lewis County or Lewis County Superior Court and the City's employees.

§1.04 Duties and Responsibilities of Drug Court Compliance Officers.

- (1) Centralia Police Officers assigned as Drug Court Compliance Officers shall be considered members of the Drug Court team and shall be responsible for assisting the Drug Court Manager with Drug Court client supervision. This includes collaboration with the Family Recovery Court caseload.
- (2) When acting in the Compliance Officer role, CPD Officers shall spend their work assignment on Drug Court compliance as outlined in this Agreement and as directed by the Drug Court Manager. Compliance Officers shall:
 - a) Maintain open and continuous communication with the Drug Court Manager and Drug Court Office.
 - b) Notify the Drug Court Office of violations discovered during home visits as soon as possible or the next business day.
 - c) At minimum—conduct home checks on phase one participants weekly, phase two bi-weekly, and phase three monthly.
 - d) Monitor social activities and the home environment of Drug Court participants. Specifically, Compliance Officers will possess a working knowledge of the participant's current phase, their known associates, activities, employment, and hobbies.
 - e) Monitor whether participants are abiding by court orders and their program contract.
 - f) Actively participate during staffing meetings by providing the team with observations made during home visits or other community contacts with the participants and their associates.
 - g) Attend Drug Court staffing and court sessions, meetings, community activities, and events.
 - h) Run Drug Court and Family Recovery Court participants at least monthly for new charges, warrants, and driver's license status. Notify the Drug Court Office and team of outcomes.
 - i) Be well versed in local agencies and organizations (food bank, Salvation Army, etc.) and provide referrals to clients in need.
 - j) Flag Drug Court participants in Spillman to notify law enforcement of their Drug Court status, and work with local law enforcement agencies whose jurisdictions contain Drug Court participants to keep them apprised of participants' progress or issues.
 - k) Sign in and out of service with Lewis County Communications.
 - l) Log all compliance (community, home, employment) checks into the Lewis County Drug Court Case Management system on the same day of the contact. Notify the Drug Court Office of any violations via email or phone contact. Include in logs any social contacts, family members, or associates that participant is spending time with.
 - m) To maintain accurate records, update participant addresses and phone numbers in the Drug Court Case Management system.

- n) Conduct random PBTs and UAs during home checks or as otherwise directed by the Drug Court Manager; however, cross gender UAs are not permitted. In cross gender situations, work with the Drug Court Manager.
 - o) Be familiar with substance abuse treatment modalities and the 12 Step Program.
 - p) Refer participants to the Drug Court Defense Attorney when a violation is contested.
 - q) Actively look for and document check-ins for participants who may be struggling.
 - r) If a participant goes on warrant status, conduct a check of their last known address and places they may frequent within three days of a warrant being issued. Follow up on leads when they are received.
 - s) If unable to make contact on a regular basis with participants in the program, working alternate hours may need to occur to ensure contact standards are met.
 - t) Check in on the Drug Court House every workday and report violations to the Drug Court Office. Assist with ensuring that the house rules are being followed.
- (3) Training for Drug Court Compliance Officer duties shall last approximately one month. During that period, the Drug Court Manager shall submit weekly feedback regarding the officers to the assigned Commander of the Centralia Police Department. The Commander shall review each summary report with the Compliance Officers the next business day. At the end of the formal training period, Drug Court Compliance Officers and the Commander shall meet to review the feedback and decide if the formal training period is satisfactorily completed, with input from the Drug Court Manager.
- (4) After the initial Drug Court training period is completed, the Drug Court Manager shall submit monthly written feedback to the assigned Commander that outlines how the Compliance Officers have been performing. This feedback shall be provided until it is jointly decided by the Drug Court Manager and Commander that it is no longer necessary. The Commander shall be responsible for ensuring follow-up regarding any necessary additional training or correction.

§1.05 Duties and Responsibilities of the Drug Court Manager.

- (1) The Drug Court Manager shall be an employee of Lewis County Superior Court. The Drug Court Manager shall be responsible for overseeing and coordinating the activities of the Drug Court Team.
- (2) The Drug Court Manager shall:
 - a) Meet with the City's assigned Commander annually, at a minimum, to discuss issues related to the performance and training needs of the Compliance Officers and the program in general. During these meetings, the Drug Court Manager shall provide the Commander with timely and written documentation of any concerns, including training needs, and the Commander will document the concerns and what action will be taken to address them.
 - b) Coordinate quarterly process meetings. Provide adequate notice of related meetings, as well as changes to scheduled meetings. Coordinate Compliance Officer attendance at non-regular meetings through the Commander.
 - c) Promptly notify the City of changes to the Drug Court program that would impact the duties and responsibilities of the Compliance Officers.
 - d) Respond to questions regarding treatment schedules and Drug Court processes.
 - e) Provide the following information to the Compliance Officers:

- i. Weekly schedule of events and meetings
- ii. Special functions requiring attendance
- iii. Training announcements and requests
- f) Schedule follow-up action on reported drug test violations.
- g) Advise the Compliance Officers of a participant's need for a field drug test.

§1.06 Consideration for Services Provided.

- (1) Superior Court shall reimburse the City for the overtime wages paid to the officers serving as Compliance Officers based on actual hours worked on Drug Court compliance work assignments, up to a maximum of twenty (20) working hours per week. The financial reimbursement shall be calculated by including the individual officer's hourly overtime rate plus any premiums, benefits, taxes, and other total cost components the City incurs for assigning the officers overtime work. Both parties recognize that officers assigned as Drug Court Compliance Officers will be working on their normally scheduled days off. The Drug Court compliance work assignments will automatically constitute authorized overtime for the officers.
- (2) This financial arrangement shall not impact a Compliance Officer's ability to perform duties or make contacts during their normally scheduled shift that may be related to Drug Court, if approved by the Commander. For example, a Compliance Officer who has reason to be at the Drug Court Residence or a participant's home during his or her normal shift is not prevented from performing a search or check-in despite not being on their scheduled Drug Court shift. This incidental work shall not be reimbursed by Superior Court and shall not factor into the maximum number of working hours per week.
- (3) If while performing Drug Court duties, a Compliance Officer is diverted or called away to perform duties on behalf of the City, outside the scope of their Drug Court duties, the City shall resume full financial and legal responsibility for the duration of the deviation from Drug Court duties. For example, if a Compliance Officer observes a crime and arrests a suspect, who is not a Drug Court participant, during a Drug Court shift, this detour would be the responsibility of the City, both financially and legally.

PART II: BREACHES AND TERMINATION.

§2.01 Termination.

Either party may terminate this agreement for any reason upon thirty (30) days written notice to the other party.

§2.02 Suspension or Termination for Material Breach.

In the event of a material breach of the terms of this agreement, the non-breaching party may suspend the agreement pending corrective action by the breaching party or terminate the agreement.

The party alleging a material breach shall notify the other party in writing of the alleged breach and any possible remedies and must allow the other party at least fifteen (15) days to cure said breach. Any attempt to cure a breach shall be performed to the reasonable satisfaction of the non-breaching party.

§2.03 Non-Waiver/Waiver in Writing.

A failure by either party to insist upon the strict performance of any provision of this agreement or to exercise any right based upon a breach or default shall not constitute a waiver of any rights under this agreement or any subsequent breach or default. No conditions or provisions of this agreement will be deemed waived unless approved in writing.

PART III: SUPPLEMENTAL TERMS AND CONDITIONS.

§3.01 Designation of Individuals to Execute Agreement; Amendments.

The City Manager or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the City. The Presiding Judge of Lewis County Superior Court, or their designee, is the official authorized to execute this agreement and any amendments to this agreement on behalf of Superior Court.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§3.02 Assignment or Transfer and Binding Effect.

Neither party may assign or transfer any interest, rights, or obligations in this agreement, in whole or in part, without the prior, written consent of the other party. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

§3.03 Notice.

Except as otherwise expressly provided, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, certified or registered mail, to the addresses specified by either of the parties in writing. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) business days following deposit in the mail.

§3.04 Indemnification/Hold Harmless.

Any employee of the City assigned to perform work under this agreement does so at their own risk, and the City's employees together with the City agree to assume full responsibility for the employees' safety. The City shall defend, indemnify, and hold Lewis County, Superior Court, Drug Court, and all of their officers, officials, employees, agents, and volunteers (collectively, "County") harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, expenses, and costs, arising out of or resulting from the City's or its employees' acts, errors, or omissions in performance of this agreement, except for injuries and damages caused by the County's sole negligence. In the event of concurrent negligence by the City or its employees or agents and the County, the City's indemnification obligation shall be valid and enforceable only to the extent of the negligence of the City and its employees and agents.

References in this agreement to Lewis County, Superior Court, and Drug Court in the context of risk, responsibility, liability, and related matters shall be interpreted to mean Lewis County, Washington. The County reserves the right, but does not have an obligation, to participate in the defense of any claim, damages, losses, or expenses. Such participation shall not constitute a waiver of the City's indemnity obligations.

These indemnification obligations shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act, or other employee benefit act, and the City hereby expressly waives any immunity afforded by such acts.

The foregoing indemnification obligations are a material inducement for Superior Court and the City to enter into this agreement and have been mutually negotiated by the parties. The provisions of this section shall survive the termination of this agreement.

§3.05 Washington State Public Records Act.

This agreement is subject to the Washington State Public Records Act (Chapter 42.56 RCW). All documents in the possession of the City or Superior Court in relation to this agreement may be open to public inspection and disclosure in accordance with state law, if not exempted by law or other privilege against disclosure.

The City will ensure that city staff timely respond to any requests for Drug Court records in its possession, including, but not limited to, emails sent or received from city email accounts.

§3.06 Governing Law; Dispute Resolution.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Washington.

The exclusive means of resolving any dispute, difference, or claim arising from either parties' performance of this agreement shall be by filing suit under the venue, rules, and jurisdiction of the Lewis County Superior Court, unless the parties agree in writing to an alternative dispute resolution process.

§3.07 Entire Agreement; Severability; Counterparts.

This instrument shall constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding.

If any term or condition of this agreement or the application thereof to any person or circumstance is held invalid, void, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the other portions of this agreement that can be given effect without the invalid term or condition. The terms, conditions, and warranties contained in this agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this agreement shall so survive.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which shall be considered an original, and all of which taken together shall constitute one agreement or amendment, as the case may be.

ACCEPTANCE PROVISIONS

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CENTRALIA	LEWIS COUNTY SUPERIOR COURT
By: _____ (Signature)	By: _____ (Signature)
<u>Michael D. Thomas, City Manager</u> (Typed or Printed Name, Title)	<u>J. Andrew Toynbee, Superior Court Judge</u> (Typed or Printed Name, Title)
_____ (Date)	_____ (Date)