INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Washington State University

AND

Skagit County

SKAGIT COUNTY
Contract # C20120090
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THIS AGREEMENT is made and entered into by and between Washington State University and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

The County seeks the expertise of Washington State University and faculty members Dr. Jacqueline van Wormer and Dr. Faith Lutze, WSU Criminal Justice, in providing an independent evaluation of the Skagit County DUI Drug Court Program.

2. RESPONSIBILITIES:

The contractor, Washington State University, will complete an independent evaluation of the Skagit County DUI Drug Court Program as follows.

The evaluation, to be completed by Dr. Jacqueline van Wormer and Dr. Faith Lutze of the Department of Criminal Justice and Criminology (DCJC) at Washington State University, is designed to analyze the Skagit County DUI enhancement court process and to determine effectiveness of the program. Use of bivariate and multi-variate analyses will provide descriptive information about participants, as well as multiple measures to explain differences between the participants and a selected control group.

Both a process and outcome evaluation will be completed for the Skagit County DUI drug court team. Utilization of numerous county and state-level data sources will allow for a thorough analysis of key variables to address stated research questions. Per the Skagit County DUI enhancement grant proposal, this evaluation plan will consist of:

1) Providing continuous data analysis results and technical support to the team so that they can utilize their data findings to refine program implementation and operations. Analyses and technical support will occur every six months for the duration of the grant.

2) In addition, Dr. van Wormer and Dr. Lutze will provide a final report to the team that summarizes, in written form, the key findings from analyses.

Process Evaluation: Will consist of a review of the program structure, policies and how offenders are processed over time for the Skagit County DUI enhancement court. Information and data (beginning with basic demographic data) will be collected and provided by Skagit
County Drug Court staff, which will allow the research team to answer, at minimum, the following questions:

- Are the mission, goals, objectives of the DUI enhancement program being met?
- Does drug court serve the intended target population?
- Do participants progress through the phases as intended?
- How many graduate from the program, and what type of client is most likely to graduate?
- How many participants are terminated from the program and why?
- What type of client is most likely to recidivate?

**Outcome evaluation:** This step in the evaluation process provides evidence to determine whether the DUI enhancement court is effective in achieving its goals when compared to traditional interventions. A control group, of individuals that were not offered DUI court will be created as a comparison. Data will be collected and provided by the Skagit County Drug Court staff, and will be analyzed to allow the research team to answer the following questions:

- Does the model reduce recidivism compared to the traditional DUI court process? In program vs. post program arrests to be measured.
- Does program participation influence the severity of recidivism?
- How long does the offender reside in the community before recidivism occurs?
- Does the program enhance participants' access to treatment and other forms of services?
  a. Time to entry to treatment
  b. Number of days (hours) in treatment
  c. Successful completion of treatment (yes/no)
  d. Types of treatment services offered (Inpatient, IOP, Aftercare, parenting, MRT)
  e. Referral to other services
- Do participants reduce their substance use or abuse – as measured by UA results
- Are participants more likely to become employed after participation?

Skagit County Community Services will:

- Reimburse Washington State University upon completion of the above deliverables and upon receipt of an itemized invoice detailing expenses for reimbursement.
- Data will be collected by Skagit County Drug Court staff, compiled by Community Services, on a scheduled basis, and provided to the WSU research team in a secure, and blind (no personal identifiers) manner. This will include data on an appropriate control group.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be upon execution of this agreement through September 30, 2013.

4. **MANNER OF FINANCING:**

Compensation will be paid within approximately one month of receipt of invoice from Washington State University by Skagit County Community Services. The invoice must detail the completion of the deliverables and the expended costs to be reimbursed regarding the evaluation. Total compensation for this agreement shall not exceed $13,500.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the
event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be Jennifer Kingsley, Director of Community Services.
5.2 Washington State University's representative shall be Dr. Jacqueline van Wormer of the Department of Criminal Justice and Criminology.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

12. OTHER PROVISIONS:
GOVERNMENT AGENCY:
Washington State University

Dan Nordquist, Director, OGRD
(Date __________)

Mailing Address:
(Street address required in addition to P.O. Box)

Washington State University
423 Neill Hall, PO Box 643140
Pullman, WA 99164-3140
DATED this 12th day of March, 2012.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

ABSENT

Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

For contracts under $5,000:
Authorization per Resolution R20030146

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

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