

September 27, 1994

Introduced By:

BRIAN DERDOWSKI

416B2/jm

Proposed No.:

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MOTION NO. 9412

A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Bothell relating to district court probation services.

WHEREAS, the city of Bothell desires to secure certain municipal services from King County district court probation services and

WHEREAS, the county is able and willing to provide the requested municipal services;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interlocal agreement, substantially in the form attached, with the city of Bothell for providing district court probation services to the city through its Municipal Court.

PASSED by a vote of 10 to 0 this 31st day of October, 1994

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peters
Clerk of the Council

Attachments: Interlocal Agreement Providing for Municipal Court Probation Services.

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF BOTHELL
PROVIDING FOR MUNICIPAL COURT PROBATION SERVICES**

THIS AGREEMENT, is entered into this _____ day of _____, 1994,
by and between the County of King, (hereinafter referred to as "County") and the City of
Bothell, a municipal corporation of the State of Washington, (hereinafter referred to as "City")
for the purpose of the City securing municipal court probation services through the County.

WHEREAS, the City of Bothell desires to secure probation services for its municipal
court in connection with those cases and those offenders involving serious violations of the law
or repetitive violations of the law, to provide enhanced monitoring and additional treatment
programs for such offenders so that the City is in a better position to protect society, rehabilitate
offenders and deter future violations; and

WHEREAS, the City of Bothell currently does not have sufficient staff to provide these
services for its municipal court, and King County does have the staff and the services to provide,
and is willing to provide those services to the City subject to the conditions of this Agreement;
and

WHEREAS, King County is currently providing those services for its own cases, as well
as the cases of several cities throughout its jurisdiction; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Corporation Act, the parties are
authorized to enter into an Agreement for joint cooperative action;

NOW, THEREFORE, the County and the City hereby agree as follows:

Section 1. Purpose of Agreement. To enable the County, through the King County
District Courts' Probation Services Division, to provide two primary services to the City through

the Municipal Court: (1) presentence investigations, with the resulting report; and (2) probation supervision.

Section 2. Definitions.

- A. Presentence report. A report prepared by a probation counselor designed to give the court accurate and complete information for sentencing purposes. The report will include among other things, information on the defendant's history and contact with victims of crimes or family members to provide necessary background details and offer recommendations for sentencing purposes. It shall include whatever else the court shall determine is necessary to formulate conditions of sentencing.
- B. Probation supervision. When it is ordered as part of the sentence, supervision by the probation counselor of the defendant to insure compliance with the sentence imposed, including reports to the court.

Section 3. County Responsibilities.

- A. Conduct presentence investigations and provide presentence reports, to be performed pursuant to current levels of performance provided for County cases and other city cases and as outlined herein.
- B. Provide probation supervision pursuant to the Division's supervision guidelines.
- C. Assign an experienced (two years of experience minimum) probation officer to the City Municipal Court who is a State-qualified alcohol and drug assessment officer knowledgeable of community-based treatment programs in the Bothell area, and who is trained and skilled in providing

innovative and effective rehabilitation services and post sentencing monitoring services. Initially, the assigned staff will be scheduled two (2) hours per week; however, hours per week can be increased by mutual agreement as caseload increases occur.

- D. Submit progress reports on each probation case as ordered by the Municipal Court, provided that the County shall advise the City immediately in the event that a defendant violates a court order, the terms of probation, or is arrested for or commits a violation of the law.
- E. Submit a monthly statement of hours worked by the assigned probation counselor to the City, showing the actual time spent on each case.
- F. Shall maintain for a period of six years all records pertaining to services performed pursuant to this contract.
- G. Shall comply with all local, state and federal laws applicable to the described performance.

Section 4. City Responsibilities.

- A. Assign cases for presentence reports and for probation supervision.
- B. Reimburse the County at the rate of thirty-six dollars (\$36.00) per hour of probation counselor time based on the actual time spent on City cases, as shown on the monthly statement from the County. Payment shall be within thirty (30) days of receipt of the statement.
- C. Provide space for the probation counselor to interview and make telephone contact with the defendants, victims or family members.

Section 5. Administration of the Agreement. Both the County and the City shall designate representatives from the District Court Probation Services Division and Municipal Court, respectively, to administer this Agreement.

Section 6. Revenue. Any revenue generated by provision of the probation services by the County to the City shall accrue directly to the City through its own billing and collection operations.

Section 7. Effective Date. This Agreement shall become effective on the date of its mutual signing by the City and County.

Section 8. Amendment. This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

Section 9. Duration. This Agreement shall renew automatically from year to year; provided that either party may terminate the Agreement for any reason with thirty (30) days written notice to the other party; and provided further that the rate per hour may be renegotiated for each calendar year beginning with 1995.

Section 10. Indemnification and Hold Harmless. All liabilities for salaries, wages, and other compensation, injury, sickness or liability to the public for negligent acts or omission arising from performance of probation counselors hereunder shall be the responsibility of the County. To such purpose, the County will protect, defend, indemnify and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards or damages, (including the expense of litigation and attorney's fees) arising out of or in any way resulting from the actual or alleged willful or negligent acts or omissions of the County, its officers, employees or agents. The City will protect defend, indemnify, and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, or awards

of damages, (including the expense of litigation and attorney's fees) arising out of or in any way resulting from the actual or alleged willful or negligent acts or omissions of the City, its officers, employees, or agents.

Section 11. Severability. It is intended that each paragraph of this Agreement be viewed as separate and divisible and if any paragraph is held to be invalid, the remaining paragraphs shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above mentioned.

CITY OF BOTHELL:

KING COUNTY:

By _____
Its City Manager

By _____
Its _____

ATTEST:

City Clerk

Gary N. Utigard
Presiding Judge for
King County District Court

Approved as to form:

City Attorney