

October 19, 1994

Introduced By:

CHRISTOPHER VANCE

KentProb.doc: DC:ST

Proposed No.:

94 - 722

MOTION NO. 9447

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

WHEREAS, the city of Kent 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 Kent for providing district court probation services to the city through its Municipal Court.

PASSED by a vote of 12 to 0 this 3rd day of January, 1995.

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 KENT
FOR MUNICIPAL COURT PROBATION SERVICES

This agreement is entered into between King County, Washington (the "County") and the City of Kent, a Washington municipal corporation (the "City").

WHEREAS, the City 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 in order to provide enhanced monitoring and additional treatment programs for those offenders; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for joint cooperative action.

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

Section 1: Purpose. The County's District Court Probation Services Division shall provide two primary services to the City's Municipal Court: (1) presentence investigations, with the resulting report, and (2) probation supervision.

Section 2: Definitions. The following phrases shall have the specific meaning given to them in this Section:

- a. Presentence Report: A report prepared by a probation counselor that provides the Kent Municipal Court accurate and complete information for sentencing purposes. At a minimum, the report will include information on the defendant's history and offer recommendations for sentencing purposes.
- b. Probation Supervision: Supervision by the probation counselor to insure compliance with the sentence imposed by the Kent Municipal Court.

Section 3: King County's Responsibilities. The County shall have the following responsibilities under this agreement:

- a. Conduct presentence investigations to provide complete and accurate Presentence Reports.
- b. Provide Presentence Reports to the Kent Municipal Court at least twenty-four (24) hours in advance of each defendant's sentencing hearing.
- c. Provide probation supervision pursuant to the supervision guidelines established by the County's District Court Probation Services Division, as amended by the Kent Municipal Court Administrator.
- d. Subject to the prior approval of the Kent Municipal Court Administrator, which approval will not be unreasonably withheld, the County shall assign an experienced probation officer to the Kent Municipal Court. At a minimum, the selected probation officer shall be a Washington State-qualified alcohol and drug assessment officer knowledgeable of community-based treatment programs in the Kent area and shall be trained and skilled in providing innovative and effective rehabilitation services and post-sentencing monitoring services. Initially, the assigned probation officer shall work eight (8) to twenty (20) hours per week; however, the City and the County may, by mutual agreement, increase the number of hours per week worked by the probation officer as caseload increases occur.
- e. Submit progress reports on each probation case as ordered by the Municipal Court. If a defendant (1) violates a court order, (2) violates the terms of his or her probation, (3) is arrested for or commits a violation of the law, the County shall immediately advise the City of the defendant's act or omission.

- f. Provide the probation officer with office space for defendant interviews and telephone contacts. This office space shall be private office space or shall be designed so as to safely protect the exchange of confidential information between the probation officer and the defendant during personal interviews.

Section 4: City Responsibilities. The City's responsibility under this agreement shall be to assign cases to the County's probation officer for presentence reports and probation supervision and to make all necessary and proper payments to the County for those services.

Section 5: Payment. The City shall pay the County at the rate of thirty-six dollars (\$36.00) per hour of probation officer time based on the actual time spent on City cases. The City shall not pay the County for probation officer time spent driving to and from appointments and time involved in missed appointments. The County shall bill the City monthly through a written monthly statement. The City shall pay the County all undisputed amounts billed on each monthly statement within forty-five (45) days of receipt of the statement.

This hourly rate shall be fixed for one year from the effective date of this agreement. Thereafter, the parties, may renegotiate the hourly rate at the end of each one year period. The party seeking an hourly rate adjustment must provide the other party thirty (30) days written notice of that adjustment.

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 the County's provision of these probation services 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 last date signed by the parties.

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

Section 9: Duration. This agreement shall renew automatically from month to month; however, either party may terminate this agreement by providing thirty (30) days written notice to the other party.

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 omissions arising from the performance of the probation officers utilized under this agreement shall be that of the County. Accordingly, the County will protect, defend, indemnify and save harmless the City, its officials, officers, employees, agents and assigns from any and all costs, claims, judgments or awards of damages arising out of or in any way connected with the negligent acts or omissions of the County, its officers, employees or agents. However, 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, arising out of or in any way connected with the negligent acts or omissions of the City, its officials, officers, employees, agents or assigns.

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(Signatures on following page.)

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CITY OF KENT

KING COUNTY

White, Mayor

Gary Locke, King County Executive Jim

Date: _____

Date: _____

Gary E. Utigard, Presiding Judge
King County District Court

Date: _____

ATTEST:

Brenda Jacober, Kent City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

A. Lubovich, Kent City Attorney

Deputy Prosecuting Attorney, King County Roger