

March 21, 1995

Introduced By:

JANE HAGUE

KirkProb.doc: DC:ST

Proposed No.:

95 - 240

MOTION NO. **9557**

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

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

PASSED by a vote of 10 to 0 this 8<sup>th</sup> day of May, 1995

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Jane Masno  
Deputy Clerk of the Council

Attachments: Interlocal Agreement Providing for Municipal Court Probation Services.

INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF KIRKLAND  
FOR MUNICIPAL COURT PROBATION SERVICES

This agreement is entered into between the County of King, (hereinafter referred to as "County") and the City of Kirkland, 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 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 of Agreement. To enable the County, through the King County District Court 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 information on the defendant's history and offer recommendations for sentencing purposes.
- 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 by the Municipal Court.

Section 3: County Responsibilities.

- A. Conduct presentence investigations and provide presentence reports.
- B. Provide probation supervision pursuant to the Division's supervision guidelines.
- C. Assign an experienced probation counselor to the City Municipal Court who is a State-qualified alcohol and drug assessment officer knowledgeable of community-based treatment programs in the Kirkland 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 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, probation conditions 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 the City's cases.
  - F. Provide space for the probation counselor to interview and/or make telephone contact with the defendants.
  - 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 \$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 made within thirty (30) days of receipt of the statement.

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 hereto.

Section 9: Duration. This agreement shall renew automatically from year to year; provided that either party may terminate the agreement with sixty (60) days written notice to the other party; and provided further that the rate per hour is renegotiated each year.

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 performance of probation counselors hereunder shall be that 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, arising out of or in any way resulting from the

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, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees, or agents.

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

CITY OF \_\_\_\_\_

KING COUNTY

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
King County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Presiding Judge for  
King County District Court

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Deputy Prosecuting  
Attorney