

April 21, 1992
92-185.MOT (NR:clt)

Introduced by: KENT PULLEN

Proposed No.: 92 - 185

MOTION NO. 8617

A MOTION authorizing the county executive and the King County district court to enter into an interlocal agreement with the City of Auburn for the provision of probation services.

WHEREAS, the City of Auburn would like to contract with King County for probation services for its municipal court, and

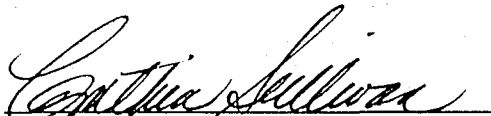
WHEREAS, King County is able to provide probation services at a quality that will enhance the justice system;

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

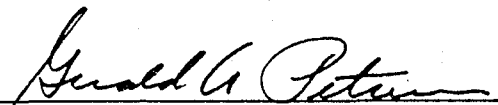
The county executive and the King County district court are hereby authorized to enter into an interlocal agreement, substantially in the form attached, with the City of Auburn to provide probation services by the King County district court.

PASSED this 27th day of April, 1992

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


VICE Chair

ATTEST:


Clerk of the Council

1 AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY
2 AND THE CITY OF AUBURN
3 PROVIDING FOR
4 MUNICIPAL COURT PROBATION SERVICES

5 THIS AGREEMENT is entered into this 18th day of
6 February, 1992, by and between the COUNTY OF KING,
7 (hereinafter referred to as "COUNTY") and the CITY OF AUBURN,
8 a municipal corporation of the State of Washington,
9 (hereinafter referred to as "CITY") for the purpose of the
10 CITY securing municipal court probation services through the
11 COUNTY.

12 WHEREAS, the City of Auburn desires to secure probation
13 services for their municipal court; and

14 WHEREAS, pursuant to RCW 39.34, the Interlocal
15 Cooperation Act, the parties are authorized to enter into an
16 Agreement for joint cooperative action.

17 NOW, THEREFORE, the COUNTY and the CITY hereby agree as
18 follows:

19 Section 1: PURPOSE OF AGREEMENT. To enable the COUNTY,
20 through the King County District Courts' Probation Services
21 Division, to provide two primary services to the CITY through
22 the Municipal Court: (1) presentence investigations, with the
23 resulting report; and (2) probation supervision.

1
2 SECTION 2. DEFINITIONS.

3 a. Presentence report: A report
4 prepared by a probation counselor
5 designed to give the court accurate
6 and complete information for
7 sentencing purposes. The report will
8 include information on the
9 defendant's history and offer
10 recommendations for sentencing
11 purposes.

12 b. Probation supervision: When it is
13 ordered as part of the sentence,
14 supervision by the probation
15 counselor of the defendant to insure
16 compliance with the sentence imposed.

17 SECTION 3. COUNTY RESPONSIBILITIES.

18 A. Conduct presentence investigations and provide
19 presentence reports.

20 B. Provide probation supervision pursuant to the
21 Division's supervision guidelines.

22 c. Assign an experienced probation officer to the
23 CITY Municipal Court who is a State-qualified alcohol and drug
24

1
2 assessment officer knowledgeable of community-based treatment
3 programs in the Auburn area. Initially, the assigned staff
4 will be scheduled four (4) hours per week; however, hours per
5 week can be increased by mutual agreement as caseload
6 increases occur.

7 D. Submit a monthly statement of hours worked by
8 the assigned probation officer to the CITY.

9 SECTION 4: CITY RESPONSIBILITIES.

10 A. Assign cases for presentence reports and for
11 probation supervision.

12 B. Reimburse the COUNTY at the rate of thirty-six
13 dollars (\$36.00) per hour of probation officer time based on
14 the monthly statement from the COUNTY. Payment shall be
15 within thirty (30) days of receipt of the statement.

16 C. Provide space for the probation officer to
17 interview and make telephone contact with the defendants.

18 SECTION 5: ADMINISTRATION OF THE AGREEMENT. Both the
19 COUNTY and the CITY shall designate representatives from the
20 District Court Probation Services Division and Municipal
21 Court, respectively, to administer this Agreement.

22 SECTION 6. REVENUE. Any revenue generated by provision
23 of the probation services by the COUNTY to the CITY shall
24
25

1
2 accrue directly to the CITY through its own billing and
3 collection operations.

4 SECTION 7. EFFECTIVE DATE. This Agreement shall become
5 effective on the date of its mutual signing by the CITY and
6 COUNTY.

7 SECTION 8. AMENDMENT. This Agreement may be amended,
8 altered, clarified or extended only by written agreement of
9 the parties hereto.

10 SECTION 9. DURATION. This Agreement shall renew
11 automatically from year to year; provided, that either party
12 may terminate the Agreement with sixty (60) days written
13 notice to the other party; and provided further, that the rate
14 per hour is renegotiated for each calendar year beginning
15 with 1993.

16 SECTION 10. INDEMNIFICATION AND HOLD HARMLESS. All
17 liabilities for salaries, wages, and other compensation,
18 injury, sickness, or liability to the public for negligent
19 acts or omission arising from performance of probation
20 officers hereunder shall be that of the COUNTY. To such
21 purpose, the COUNTY will protect, defend, indemnify, and save
22 harmless the CITY, its officers, employees, and agents from
23 any and all costs, claims, judgments, or awards or damages,
24
25

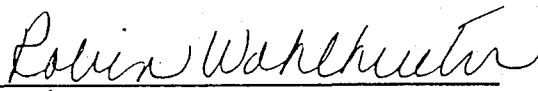
1
2 arising out of or in any way resulting from the negligent acts
3 or omissions of the COUNTY, its officers, employees or agents,
4 The CITY will protect, defend, indemnify, and save harmless
5 the COUNTY, its officers, employees, and agents from any and
6 all costs, claims, judgments, or awards of damages, arising
7 out of or in any way resulting from the negligent acts or
8 omissions of the CITY, its officers, employees, or agents.

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

11
12 CITY OF AUBURN

13
14
15 
16 _____
17 M A Y O R

18 ATTEST:

19
20 
21 _____
22 Robin Wohlhueter,
23 City Clerk

24
25
26 -----
Interlocal Agreement - Municipal Court Probation Services
Exhibit "A" Resolution No. 2280
February 12, 1992
Page 5

ORIGINAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

APPROVED AS TO FORM:

Stephen R. Shelton

Stephen R. Shelton,
City Attorney

KING COUNTY

BY:

KING COUNTY EXECUTIVE

BY:

JUDGE BRIAN GAIN,
Presiding Judge for
King County District Court

APPROVED AS TO FORM:

Kenn Reginal

Deputy Prosecuting Attorney

DATE:

2/28/92