

October 11, 1994

Introduced By:

JANE HAGUE  
BRIAN DERDOWSKI

416B2/jm

Proposed No.:

94 - 682

MOTION NO. 9414

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

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

PASSED by a vote of 10 to 0 this 31<sup>st</sup> day of October, 1994

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

Attachments: Interlocal Agreement Providing for Municipal Court Probation Services.

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY  
THE CITY OF TUKWILA  
PROVIDING FOR  
MUNICIPAL COURT PROBATION SERVICES

9414

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_  
199\_\_\_\_\_, by and between the County of King, (hereinafter referred to as "County")  
and the City of Tukwila 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 Tukwila desires to secure probation services for its  
municipal court in connection with those cases and those offenders involving certain  
criminal violations of the law or repetitive criminal 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, pursuant to RCW 39.34, the Interlocal Cooperation 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 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.

### **Section 3. County Responsibilities.**

- A. Conduct presentence investigations and provide presentence reports.
- B. Provide probation supervision pursuant to the Division's supervision guidelines (attached as Exhibit A).
- C. Assign an experienced 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 Tukwila 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 four (4) 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, but not less than quarterly, provided that the County shall advise the City immediately in the event that a defendant violated a court order, probation conditions, misses an appointment with the probation officer, or is arrested for or commits a violation of the law.
- E. Submit a monthly statement of hours worked by the assigned probation officer to the City, showing the actual time spent on each case.

### **Section 4. City Responsibilities.**

- A. Assign cases for presentence reports and for probation supervision.
- B. Reimburse the County at the rate of thirty-six (\$36.00) per hour of probation officer 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. (Time involved in missed appointments shall not be included in the billed hours.)
- C. Provide space for the probation officer to interview and make telephone contact with the defendants.

**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 with sixty (60) days written notice to the other party; and provided further that the rate per hour is renegotiated for each calendar year beginning with 19\_\_\_\_\_.

**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 officers 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 TUKWILA

KING COUNTY

9414

\_\_\_\_\_  
John W. Rants, Mayor

\_\_\_\_\_  
BY: King County Executive

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

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

ATTEST:

\_\_\_\_\_  
Jane E. Cantu, City Clerk

\_\_\_\_\_  
BY:  
Presiding Judge for  
King County District Court  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda Cohen, City Attorney

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