

November 12, 1997

Introduced By:

KENT PULLEN

dcprodoc/jm/425C2 clerk 11/13/97

Proposed No.:

97-673

MOTION NO.

**10371**

1  
2 A MOTION authorizing the county executive to enter into an  
3 intergovernmental agreement with the Washington State  
4 department of corrections related to district court probation  
5 services.  
6

7 WHEREAS, the Washington state department of corrections desires to secure  
8 misdemeanor probation services from King County district court for offenders sentenced by  
9 King County superior court,

10 WHEREAS, the charges and fees associated with the program will fully recover the  
11 county costs, and

12 WHEREAS, the county district court is able and willing to provide the requested  
13 services;

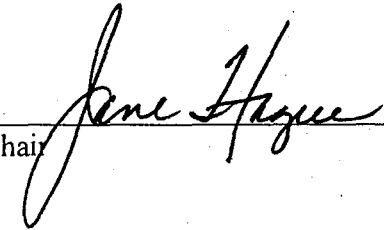
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1 NOW, THEREFORE, BE IT MOVED by the Council of King County:

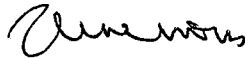
2 The county executive is authorized to execute an intergovernmental agreement,  
3 substantially in the form attached, with the Washington state department of corrections for  
4 providing district court misdemeanor probation services.

5 PASSED by a vote of 12 to 0 this 15<sup>th</sup> day of December, 19 97

6 KING COUNTY COUNCIL  
7 KING COUNTY, WASHINGTON

8   
9 Chair

10 ATTEST:

11 

12 Clerk of the Council

13  
14 Attachments: Intergovernmental Agreement providing for misdemeanor probation services.  
15

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INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the state of Washington, Department of Corrections, hereinafter referred to as the DEPARTMENT, and King County, a political subdivision of the state of Washington, hereinafter referred to as the COUNTY.

IT IS THE PURPOSE OF THIS AGREEMENT to establish a cooperative relationship between the Department and the County for the supervision and classification of superior court misdemeanor probationers, to provide mutually agreed upon conditions and procedures and to provide for the reimbursement to the County for supervision of misdemeanor probationers.

HEREBY WITNESSETH:

WHEREAS, the Department is given the responsibility under RCW 72.09.050 for the administration of adult correctional programs; and

WHEREAS, the County may assume the responsibility under RCW 9.95.204 for the supervision of superior court misdemeanor probationers pursuant to a contract with the Department for such supervision; and

WHEREAS, the Secretary of Corrections is authorized by RCW 9.95.204 to contract with any county for the supervision and classification of superior court misdemeanor probationers; and

WHEREAS, the Department and the County, in order to maximize the use of existing resources, desire to enter into a contract for the supervision and classification of superior court misdemeanor probationers;

NOW THEREFORE, in consideration of the covenants, conditions, and mutual promises, the parties agree as follows:

1. Definitions

- a) As used in this Agreement, unless the context clearly requires otherwise:
  - i) "Department" means the Washington State Department of Corrections.
  - ii) "Secretary" means the Secretary of the Department of Corrections or designee.
  - iii) "County" means King County, state of Washington.
  - iv) "Offender" or "Misdemeanant Probationer" means a person who has been (1) charged with and convicted of a misdemeanor or gross misdemeanor offense established by applicable statute or ordinance, and (2) placed on probation and ordered into

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supervision under RCW 9.92.060 or 9.95.210 by a King County superior court judge.

- v) "Day" for purposes of calculating per day offender costs, includes the first calendar day an offender is delivered to the County, but ends at midnight of the calendar day immediately preceding the calendar day of the offender's release or return to the custody of the Department.
- vi) "Probation Division" refers to the Probation Services Division of the King County District Court.

2. Terms and Conditions of County Supervision and Classification

- a) Supervision: Supervision of misdemeanor probationers shall be carried out by the Probation Services Division of the King County District Court.
  - i) The Probation Division shall supervise all misdemeanor probationers, on or after January 1, 1998, who are sentenced within the County and who also reside within the County.
  - ii) The Department shall supervise all misdemeanor probationers, on or after January 1, 1998, who are sentenced within the County but who reside in another county or state.
  - iii) The Department shall continue to supervise any misdemeanor probationers who have been placed into probation for any felony conviction and who reside in the County, unless the Probation Division is otherwise specifically ordered by a King County superior court judge to provide probation services on the misdemeanor convictions(s) only.
  - iv) Where a misdemeanor probationer under the supervision of the Probation Division changes his or her place of residence to a location outside the County, the Probation Division shall notify the Department in writing of such change in residence. Upon delivery of notice to the Department and written confirmation of receipt of said notice by the Department, which shall be promptly provided, the County's obligations under this contract pertaining to the misdemeanor probationer shall cease and the Department's obligations shall begin.
  
- b) Classification Standards: Pursuant to RCW 9.95.206(2), the County shall establish and maintain a classification system for misdemeanor probationers that:
  - i) Provides for a standardized assessment of offender risk;
  - ii) Differentiates between higher and lower levels of risk based on the offender's criminal history and current offenses;

- iii) Assigns cases to levels of supervision based on risk assessment;
  - iv) Provides for at least three levels of supervision based on risk assessment;
  - v) Provides for periodic review of the offender's classification level during the term of supervision;
  - vi) Provides detailed procedures for determining both discretion and decision making of supervising County offenders based on the offender's risk assessment and classification.
- c) Supervision Standards: Pursuant to RCW 9.95.206(3), the County may, but is not required to, establish and maintain supervision standards for misdemeanor probationers that:
- i) Identify the frequency and nature of the offender's contact within each of at least three classification levels';
  - ii) Provide for a minimum of one face-to-face contact each month with offenders classified at the highest level of risk;
  - iii) Provide for at least one minimum personal contact per quarter for low risk offenders;
  - iv) Provide for specific reporting requirements for offenders within each level of classification;
  - v) Assign properly trained staff to deal with high risk offenders;
  - vi) Verify compliance with sentence conditions imposed by the court;
  - vii) Report to the court violations of sentence conditions.
- d) Minimum Supervision Standards: Pursuant to RCW 9.95.204(4), the County shall comply with minimum Department supervision standards, which require that the County provide for at least one contact per quarter for misdemeanor probationers under Department jurisdiction. Contact shall be either face-to-face or by telephone except where the offender has no special conditions or crime related prohibitions imposed by the superior court, other than legal obligations and the offender poses only minimal risk to public safety. Supervision standards applicable to this agreement are attached as Attachment A and made a part hereof.
- e) Duration: This agreement shall begin January 1, 1998 and continue through June 30, 1999, unless terminated pursuant to paragraph 2(f) below.
- f) Termination:
- i) This agreement may be terminated pursuant to a repeal or amendment of the statutory provisions that authorize its execution.

- ii) This agreement may be terminated with or without good cause upon written notice of either party. Termination upon written notice shall become effective sixty days after receipt of said notice, at which time the Department shall have assumed full responsibility for all misdemeanor probationers being supervised by the County under this agreement.
- g) Payment:
- i) The Department shall reimburse the County at the rate of 72 cents per day per misdemeanor probationer. Payment shall be made monthly within 45 days after receipt of a completed DOC A-19 Invoice Voucher form. Any funds received by the County from the Department under this contract will be expended only to cover the County's costs of supervising misdemeanor probationers.
  - ii) Pursuant to RCW 9.95.214, the County may also assess and collect from the misdemeanor probationer for the duration of the term of supervision, a monthly assessment not to exceed one hundred dollars (\$100) per month. This assessment shall be applied toward the payment or partial payment of the cost of supervising the misdemeanor probationer.
- h) Notices: All notices, requests and other communications which are required to be or may be given under this agreement shall be in writing and shall be deemed to have been duly given when delivered in person or transmitted by facsimile or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made, the addresses and/or facsimile numbers set forth below, or to such other address or facsimile number as any party may designate by giving notice to the other parties hereto.

If to the County, to: William D. Cobb, Director  
King County Probation  
516 Third Avenue, Rm. E-310  
Seattle, WA 98104-3269

If to the Department, to: Dave Savage, Deputy Secretary  
Department of Corrections  
Office of Correctional Operations  
PO Box 41118  
Olympia, WA 98504-1118

- i) Indemnification:
- i) Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents.
  - ii) The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- j) Audits: The records and documents with respect to all matters covered by this agreement shall be subject upon prior written notice to the County to inspection, review or audit by the Department and/or state officials so authorized by law during the performance of this agreement and six (6) years after termination thereof.
- k) Disputes: Except as otherwise provided in the agreement, should a dispute arise between the parties hereto, with respect to the terms of this contract or the performance thereof, and it cannot be resolved informally, the parties shall refer the dispute to an independent arbitrator selected by mutual agreement of the County and the Department. The arbitrator so chosen shall establish procedures for an arbitration hearing and shall render a decision resolving the dispute. The arbitrator's decision shall be binding on both parties, unless either party delivers written objection to the decision to the non-objecting party within ten (10) working days after receiving the decision by the arbitrator. The arbitrator's fee will be shared equally by the parties, but neither party shall be financially responsible for the costs incurred by the other party in connection with the arbitration. The parties agree that this dispute process shall precede the commencement of any legal action.

Should either party hereto commence any action in a state or federal tribunal with respect to the dispute decided by arbitration hearing, then the party bringing the action shall bear all court costs and attorney fees if the decision of the arbitrator is substantially upheld. If the decision of the

arbitrator is not upheld, then each party shall bear its own costs and attorney fees. Nothing herein shall be deemed to affect or waive any rights of the parties to forgo arbitration and to proceed to terminate this agreement under paragraph 2(f).

- l) Corrective Action: If either party determines that a breach of contract has occurred, that is that the other party has failed to comply with any terms and conditions of this agreement, and the non-breaching party deems said breach to warrant corrective action, the following sequential procedure shall apply:
- i) The non-breaching party will notify the breaching party in writing of the nature of the breach;
  - ii) If the breaching party is in agreement that a breach has occurred, the breaching party shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the agreement into compliance, which date shall not be more than ten (10) days from the date of the breaching party's response; unless the non-breaching party, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions. If the breaching party disputes the breach, the parties shall follow the procedures set forth in Paragraph 2(k) above;
  - iii) The non-breaching party shall notify the breaching party in writing of the non-breaching party's determination as to the sufficiency of the breaching party's corrective action plan. The determination of the sufficiency of the breaching party's corrective action plan shall be at the sole discretion of the non-breaching party;
  - iv) In the event that the breaching party does not respond within the appropriate time with a corrective action plan, or the corrective action plan is determined by the non-breaching party to be insufficient, the parties shall follow the procedures set forth in paragraph 2(k) above; and
  - v) Nothing herein shall be deemed to affect or waive any rights the parties may have to forego corrective action and proceed to terminate this agreement under Paragraph 2(f).
- m) Cooperative Relationship: In addition to the rights and obligations described in this agreement, the County and the Department may enter into a cooperative relationship to provide for the following:



- i) The sharing of office space needed for the supervision of misdemeanor probationers;
  - ii) The sharing of resources to perform court ordered offender UA and BA testing;
  - iii) The sharing of data bank information concerning misdemeanor probationers;
  - iv) The shared utilization of offender work crews, where applicable;
  - v) The sharing of resources to perform programs involving offender balanced intervention (i.e. VAEP, MRT); and
  - vi) The sharing of training on DUI assessments as ordered by the District Court.
- n) Other Agreements not Affected: Nothing contained in this agreement shall be construed to abrogate or impair any other arrangement which the County or the Department may have with each other or with a non-party county for the confinement, rehabilitation, or treatment of offenders.
- o) Construction and Severability: The provisions of this agreement shall be liberally construed and shall be severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the constitution or laws of the state of Washington or is held invalid, the validity of the remainder of this agreement and the applicability thereof to any county or the Department shall not be affected thereby.
- p) Entire Contract/Waiver or Default: The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

In Witness Whereof, the undersigned representatives of the parties have affixed their signatures in execution thereof.

KING COUNTY

DEPARTMENT OF CORRECTIONS

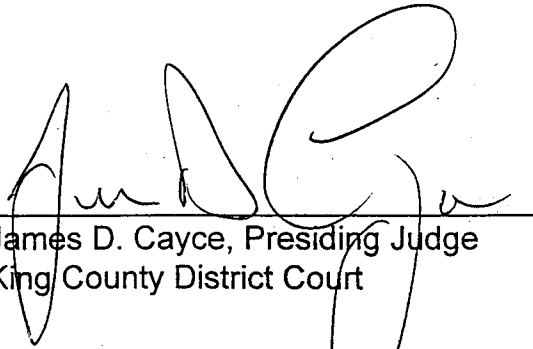
\_\_\_\_\_  
Ron Sims, King County Executive

\_\_\_\_\_  
Joseph D. Lehman, Secretary

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


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

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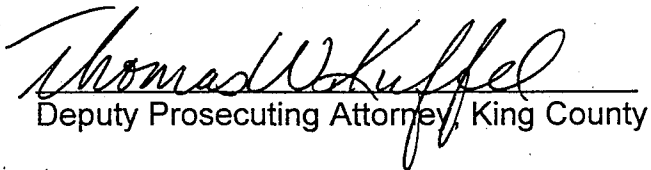
  
James D. Cayce, Presiding Judge  
King County District Court  
Date: 10-16-97

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Attorney General  
State of Washington

  
Dale Ramerman, Presiding Judge  
King County Superior Court  
Date: 10-22-97

APPROVED AS TO FORM:

  
Deputy Prosecuting Attorney, King County

## Supervision Standards for Superior Court Cases

1. Officers will complete supervision level questionnaire: Officers will complete the Supervision Level Questionnaire during the intake interview in all probation cases. This questionnaire is to be considered only one of the tools in determining how to manage a case.
2. Officers will see probationers based on the scale: Officers will see probationers based on the score derived from the questionnaire according to the following scale:
  - 2.1. A score of 26 and over (Level 1) - probationers seen once a month with monthly treatment verification.
  - 2.2. A score of 16 to 25 (Level 2) - probationers seen a minimum of every other month with monthly treatment verification.
  - 2.3. A score of 15 and under (Level 3) - probationers on monthly mail-in or call-in with monthly treatment verification and on Superior Court cases only probationers seen quarterly.
3. Probation Officer 1s will get approval for overrides: Probation officers, if they believe there is reason for seeing a probationer on a different Level than the score indicates, may instigate overrides. Probation Officer 1s will submit files to Probation Officer 2s if they want an override on a score. Probation Officer 2s will approve overrides if appropriate. Probation Officer 2s do not need approval for overrides.
4. Officers will complete periodic reassessments: Officers will complete the Reassessment of Supervision Level Questionnaire when any of the following occurs:
  - 4.1. On Level 1 cases - within 120 days of intake and at least every 120 days thereafter
  - 4.2. On Level 2 cases - within 180 days of intake and at least every 180 days thereafter
  - 4.3. A case is returned for supervision after a review/revocation hearing
  - 4.4. The defendant incurs a new criminal or criminal traffic offense
5. Officers may move probationers to Level 4 status: Officers may eventually decrease a probationer's contact to either monthly mail-in or call-in with no treatment requirements or monthly treatment verification with no regular contact.
6. Officers need not reassess Level 3 or 4 cases: Once a case is a Level 3 or 4 supervision, an officer is not required to reassess at six month intervals. But only in situations described in 4c and 4d above. Officers may reassess at any time at their discretion.