

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: November 13, 2007

SUBJECT: Contract with Whatcom County for Probation Services

SUBMITTING DEPT: Finance Department

PREPARED BY: Meredith Riley, Finance Director

AGENDA LOCATION: Comments / Communications ☐, Consent ☐,
Public Meeting (Hearing) ☐, Unfinished Business ☐, Council Action Item ☒,
Committee Reports ☐

ATTACHMENTS: Contract for Probation Services

ANALYSIS / SUMMARY: This contract with Whatcom County continues the present contract we have with the County for probation services for an additional three years.

RECOMMENDATION: ☒ Waive 2nd Reading: (Including conditions of approval if applicable)

FISCAL ANALYSIS: Contracting with Whatcom County for probation services has proven to be very cost effective in 2007. This contract continues the same services for an additional three years.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____

COUNCIL ACTION: Approved ☐, Denied ☐, Tabled / Deferred ☐,
Assigned to: _____

DATE OF NEXT COUNCIL ACTION: _____

AGREEMENT FOR PROBATION SERVICES

THIS AGREEMENT made this _____ day of _____, 200____, between WHATCOM COUNTY, a municipal corporation, (hereinafter referred to as the "County"), and the CITY OF BLAINE hereinafter referred to as the "CITY"), pursuant to R.C.W. Chapter 39.34, the Interlocal Cooperation Act, the COUNTY agrees to provide probation services through the Whatcom County Probation Department, to the "City" as provided herein.

WITNESSETH:

WHEREAS, the "City" by virtue of the authority vested in it pursuant to the Constitution and the laws of the State of Washington is authorized to provide probation services to the citizens of the "City", as are described herein; and

WHEREAS, the legislative authority of the "City" has found that the best interests of its citizens would be served if such services were provided; and

WHEREAS, the Municipal Court is in need of probation services for persons who have been cited into the Municipal Court of the City and/or who have been found guilty of violating ordinances of the "City"; and

WHEREAS, the existing staff of the "City" possesses neither the expertise nor the facilities to provide such services; and

WHEREAS, the "County" does possess the staff, expertise and facilities to provide such services, as set forth herein;

NOW, THEREFORE, it is mutually agreed and understood between the parties as follows:

Section I

SERVICES

1. A. DESCRIPTION: The "County" hereby agrees to provide the following services to the "City" in connection with individuals who have been cited into the Municipal Court of the "City" and/or who have been found guilty of violating ordinances of the "City":
 - a. ACTIVE PROBATION CASES
 - (1) Pre/Post Sentence Investigations;
 - (2) Pre/Post Conviction Caseload supervision;
 - (3) Community Service
 - (4) Restitution
 - (5) Bail investigations;
 - (6) Indigence reviews for court appointed attorneys;
 - (7) Monitor compliance of court ordered requirements

As ordered by the court, probation officers refer and monitor compliance with the assessment and treatment of substance abuse, domestic violence, mental health and/or sexual deviancy, and other requirements as outlined on the Probation Agreement. In addition, probation officers refer to appropriate community based resources.

- b. INACTIVE SUPERVISION CASES:

- (1) Future Good Behavior (JIS/DISCIS Defendant Case History and Department of Licensing records) only.

Section II

PAYMENT SCHEDULE

A. 2008

1. CONSIDERATION FOR INACTIVE CASES: As consideration for the professional probation services provided in 2008, the "City" agrees to reimburse the "County" a monthly rate of \$10.00 per open inactive case per month.

2. CONSIDERATION FOR ACTIVE CASES: As consideration for the professional probation services provided in 2008, the "City" agrees to reimburse the "County" at a monthly rate per open active case determined by the department's actual expenditures for the 12 month period ending September 30, 2007, less the amount paid during that time for inactive case supervision, divided by the department's active caseload for the same period. The monthly rate for 2008 will not exceed \$29.15. The "County" will bill the "City" monthly. The "City" will pay the monthly bills within thirty (30) days of being billed. (See appendix "A" for example of how the monthly per open case rate is calculated and how the "City" will be billed monthly).

B. 2009

1. **CONSIDERATION FOR INACTIVE CASES:** As consideration for the professional probation services provided in 2006, the "City" agrees to reimburse the "County" a monthly rate of \$10.00 per open inactive case per month.

2. **CONSIDERATION FOR ACTIVE CASES:** As consideration for the professional probation services provided in 2009, the "City" agrees to reimburse the "County" at a monthly rate per open active case determined by the department's actual expenditures for the 12 month period ending September 30, 2008, less the amount paid during that time for inactive case supervision, divided by the department's active caseload for the same period. "The "County" will notify the "City" of the rate for 2009 on or before October 20, 2008. The "County" will bill the "City" monthly. The "City" will pay the monthly bills within thirty (30) days of being billed. (See appendix "A" for example of how the monthly per open case rate is calculated and how the "City" will be billed monthly).

C. 2010

1. **CONSIDERATION FOR INACTIVE CASES:** As consideration for the professional probation services provided in 2007, the "City" agrees to reimburse the "County" a monthly rate of \$10.00 per open inactive case per month.

2. **CONSIDERATION FOR ACTIVE CASES:** As consideration for the professional probation services provided in 2010, the "City" agrees to reimburse the "County" at a monthly rate per open active case determined by the department's actual expenditures for the 12 month period ending September 30, 2009, less the amount paid during that time for inactive case supervision, divided by the department's active caseload for the same period. "The "County" will notify the "City" of the rate for 2010 on or before October 20, 2009. The "County" will bill the "City" monthly. The "City" will pay the monthly bills within thirty (30) days of being billed. (See appendix "A" for example of how the monthly per open case rate is calculated and how the "City" will be billed monthly).

Section III

GENERAL PROVISIONS

A. **SUPERVISION OF PROFESSIONAL SERVICES:** The sole and complete authority for the supervision of any probation officer assigned to the "City" shall be the responsibility of the District Court and Probation Administrator consistent with the laws of the State of Washington, the Whatcom County Code and the applicable ordinances of the "City".

B. **EXTENT OF AGREEMENT:** This agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this agreement.

C. **NON-DISCRIMINATION IN EMPLOYMENT AND CLIENT SERVICES:** The parties hereby mutually agree that during the performance of this agreement, that no person shall, on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, religion, or on the presence of any sensory, mental or physical handicap, be excluded from professional services. Neither party shall discriminate against any employee or applicant for employment for the above reasons; provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the work involved, and cannot be reasonably accommodated.

D. **REPORTS:** The "County" shall submit monthly billing reports to the "City" detailing clients served.

E. **SAFEGUARDING CLIENT INFORMATION:** The use or disclosure by any party of confidential information concerning a recipient or client for any purpose with respect to services provided under this agreement is prohibited except on written consent of the recipient or client, his/her attorney, or his/her responsible parent or guardian or attorney in fact, or as otherwise provided by law. It is recognized, however, that RCW 42.17 requires liberal disclosure of the records of government unless an exception is made by law.

F. **ASSIGNMENT AND/OR SUBCONTRACTING:** Neither party shall assign or delegate duties of any portion of the services provided under the terms of this agreement without obtaining prior written approval from the other party; all terms and conditions of this agreement shall apply to any approved subcontract or assignment related to this agreement.

G. **RELATIONSHIPS OF THE PARTIES:** The parties agree that the "County" shall be an independent contractor operating pursuant to the terms and conditions of this agreement. No agent, employee, servant or representative of the "City" shall be deemed to be an employee, agent, servant or representative of the "County" for any purpose and employees of the "City" shall not be entitled to any benefits that the "County" provides for "County" employees. The

"County" will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this agreement. The "City" will be solely and entirely responsible for its acts and for the acts of its agents, employees and servants during the term of this agreement.

H. COMMUNICATIONS: Communications between the "County" and the "City" shall be addressed to the regular place of business of each party. In the case of the "County", the address shall be the District Court and Probation Administrator, Whatcom County Courthouse, 311 Grand Avenue, Suite 401, Bellingham, WA 98225. In the case of the "City", communications shall be sent to: Meredith Riley, Finance Director, 344 H Street, City of Blaine, WA 98230.

I. INDEMNIFICATION: : The "County" agrees to protect, defend, appear, save harmless and indemnify the "City" from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the "County", its agents or employees in the performance of the agreement. The "City" agrees to protect, defend, appear, save harmless and indemnify the "County" from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the "City", its agents or employees in the performance of this agreement.

J. MODIFICATION: No changes or modifications of this agreement shall be valid or binding upon either party to this agreement unless such changes or modification be in writing and executed by both parties Whatcom County reserves the right to renegotiate the monthly rate per open case cost if revenues generated by this contract do not cover costs generated by this contract.

K. TERMINATION: If either party fails to comply fully with the terms and conditions of this agreement, the other party may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this agreement, in the manner specified herein.

- (1) Suspension or termination for cause. If either party is unable to substantiate full compliance with the provisions of this agreement, the other party may suspend or terminate this agreement pending corrective acts or investigation, which suspension or termination shall be effective upon seven (7) days written notification to the other party or its authorized representative.
- (2) For any other reason this agreement may be terminated in whole or in part by either the "County" or the "City" upon sixty (60) days advance written notice given the other party.
- (3) In the event of termination under this paragraph K, the "City" shall be liable only for payments in accordance with the terms of this agreement for the services rendered prior to the effective date of the termination.

L. VENUE STIPULATION: This agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial processing, for the enforcement of this agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

M. TERM OF CONTRACT: This contract shall be effective on the **1st day of January, 2008**, and shall terminate on the **31st day of December, 2010**.

APPROVED AS TO FORM:

Bruce Van Glubt, Administrator
District Court and Probation Services

Karen Frakes
Deputy Prosecuting Attorney

DATED this _____ day of _____, 200_____

ATTEST:

Sheri Sanchez
City City Clerk

GaryTomsic
City Manager

PETE KREMEN, County Executive

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

On this _____ day of _____, 2007, before me personally appeared Pete Kremen, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.
My Commission expires: