

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHELTON AND MASON COUNTY FOR PROBATION SERVICES

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 36.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Shelton, through the Shelton Municipal Court, hereafter "CITY, and Mason County through District Court Probation Services/District Court Office, hereafter "COUNTY", agree as follows:

Purpose/Objective

The purpose of this agreement is for the CITY to procure probation services from the COUNTY, the scope of which are outlined under the section of this Agreement entitled, "Scope of Agreement/Work".

Definitions

In this Agreement, the following word(s) shall be defined as follows:

Arbitration: A process of dispute resolution in which a neutral third party, the arbitrator, renders a binding decision after a hearing at which both parties have an opportunity to be heard.

Mediation: Private informal dispute resolution process in which a neutral third person, the mediator, helps disputing parties to reach an agreement. The mediator has no power to impose a decision on the parties.

ORIGINAL

SCOPE OF AGREEMENT/WORK

Responsibilities of the CITY shall be as follows:

The Municipal Court shall notify the COUNTY of referrals for probation services.

Responsibilities of the COUNTY shall be as follows:

- 1) **Intake Group:**
 - (a) Individuals who failed to comply with the Court's Show Proof calendar may be required to attend the District Court Probation Intake Group for no longer than a thirty (30) day period. A limit of four (4) offenders will be accepted to attend the group on a weekly basis until the next Show Proof court date or until he/she provides proof of compliance adequate to the Shelton Municipal Court Judge, whichever is first.
 - (b) Probation staff will conduct one Interpreter Intake Group each month on Wednesday when the Court establishes such a group. There is no expectation of ongoing *Supervised Active Probation* with this Intake Process.

- 2) **Deferred Prosecution Group Compliance:**

Monitor thirty (30) ongoing offenders in a Monthly Compliance Group to assure continued compliance with Deferred Prosecution. The COUNTY shall be responsible to monitor compliance and bring non-compliance to the attention of the Shelton Municipal court. The COUNTY shall assign staff to appear in Court as needed to present information regarding compliance with deferred prosecution orders.

- 3) **Pre-Sentence Investigations:**

Probation Services will perform up to four (4) pre-sentence investigations each month. Probation staff will not need to appear at the sentencing hearing unless otherwise requested by the Court.

- 4) **Supervised Active Probation :**

Provide *Supervised Active Probation* through Monthly Compliance Group meetings, ten (10) offenders. *Supervised Active Probation* is intended for offenders who have failed both the show proof calendar and intake group, however, the judge will retain discretion to place offenders on active probation at anytime provided the total number of offenders on Supervised Active Probation does not exceed 10.

- 5) **Probation Calendar:**

The COUNTY shall assign staff to appear in Shelton Municipal Court as needed to present information regarding compliance with probation.

Payment (Funding/Costs/etc.)

Payment:

The CITY shall pay two thousand seven hundred seventy one dollars and no cents per calendar quarter (\$ 2,771.00), which equals eleven thousand eighty four dollars and no cents per calendar year (\$ 11,084) to the COUNTY for the services described under the section of this Agreement entitled, "Scope of Agreement/Work".

Method of Payment:

Mason County will invoice the City quarterly.
Upon completion of the work set forth in the invoice, the CITY will make payment within thirty (30) days of receipt of an invoice from the COUNTY.

Indemnification & Insurance:

The COUNTY agrees to defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the COUNTY'S performance of the Agreement, except for injuries and damages caused by the sole negligence of the CITY.

The CITY agrees to defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, loses or suits including reasonable attorney fees, arising out of or in connection with the CITY'S performance of this Agreement, except for injuries and damages caused by the sole negligence of the COUNTY.

Joint Board

No Joint Board shall be created for this Agreement.

Duration of Agreement

This Agreement shall remain in effect until terminated in the manner described under the section of this Agreement entitled, "Termination of Agreement".

Termination of Agreement

This Agreement may be terminated upon sixty (60) days written notice to the other party using the method of notice provided for in this Agreement.

Dispute Resolution

Mediation. In the event of any dispute arising out of or relating to this agreement, the parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by agreement of the parties.

The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the mediation. Each party will bear its own costs of the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Arbitration. If the dispute has not been resolved within 60 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation will terminate, and the dispute will be resolved by final and binding arbitration. The arbitrator will be selected by agreement of the parties.

The arbitrator will have sufficient background in the type of disputes that are subject of this Agreement. The arbitrator will have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery will be conducted consistent with the Federal Rules of Civil Procedure for the Western District of Washington. The arbitrator will have no power or authority to award punitive or exemplary damages. The arbitrator may, in his/her discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

Interpretation and Venue

This Agreement shall be governed under the laws of the State of Washington. Venue is Mason County, Washington.

Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the CITY and the COUNTY, and supercedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

Filing

Prior to its entry into force, this Agreement shall be filed with the Mason County Auditor's office by the CITY.

Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective as of the date of deposit in the United State Postal Service.

CITY OF SHELTON
Attn: City Clerk
525 West Cota Street
Shelton, WA. 98584

MASON COUNTY
Attn: Patricia Robinson
PO Box "O"
Shelton, WA. 98584

This Agreement for Probation Services is hereby entered into between the CITY and COUNTY and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF SHELTON:

BOARD OF MASON
COUNTY COMMISSIONERS

Dated this 17 day of Dec, 2012

Dated this 23rd day of OCT., 2012

Gary Cronce
Gary Cronce, Mayor

Lynda Ring Erickson
Lynda Ring Erickson, Chairperson

ATTEST:

Vicki Look Kangas
Vicki Look, City Clerk *pro-tem*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

N/A
Kathleen Haggard, City Attorney

Timothy Whitehead
Timothy Whitehead, Chief Deputy
Prosecuting Attorney