

AGREEMENT FOR PROBATION SERVICES

THIS AGREEMENT made this _____ day of _____, 2022, between Whatcom County, a municipal corporation, (hereinafter referred to as the "County"), and the City of Lynden (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. Description – Active Probation Services

- a. The County hereby agrees to provide the following pretrial and post-conviction probation services for the City to individual clients who have been referred by the municipal court. Services will begin after all relevant court documents detailing the individual's court-ordered requirements (i.e., judgment and sentence, deferred prosecution or other official court form) are received by Whatcom County District Court Probation from the City. After receipt of the relevant court documents, the probation department shall:
 - i. Refer and monitor compliance with the assessment and treatment of substance use disorders, domestic violence, mental health, sexual deviancy or other treatment as ordered by the court.
 - ii. Monitor completion of community service.
 - iii. Monitor payment of restitution.
 - iv. Complete reviews to determine the indigent status of a court referred client.
 - v. Perform bail studies.
 - vi. Conduct breath, urine, and oral substance testing.
 - vii. Monitor the performance of other requirements as indicated in writing by the court.

2. Description – Inactive Probation Services

- a. Report future good behavior by performing Judicial Information Systems Defendant Case History and Department of Licensing record checks only.

Section II PAYMENT SCHEDULE

1. For All Years – Active Probation Services

As consideration for the probation services provided each year, the City agrees to reimburse the County at a monthly rate per open active case. The monthly rate will be determined according to the following formula:

- a. the department's authorized expenditure budget for that year, less 2% for a projected lapse in expenditures
- b. less the projected amount to be billed for inactive cases
- c. less any amounts projected to be received from other funds (e.g. Behavioral Health Programs Fund, Trial Court Improvement Fund)
- d. less amounts specifically budgeted for a Court specific program (e.g. electronic monitoring devices),
- e. divided by the number of projected non-behavioral health unit active case months.

Projected case months will be equal to the active and inactive case months from the 12 month period ending September 30th of the prior year. The County will bill the City monthly for active and inactive cases. The City will pay the monthly bills within thirty (30) days of being billed. On or before February 15th following each billing year, the County will calculate the actual monthly per case cost of probation services for each billing year by dividing the amount of actual expenditures for the period January 1 through December 31 of the billing year, less actual amounts specified in the above formula, divided by the by the actual number of active non-behavioral health unit case months for the same time period. If the actual cost of providing the probations services was less than the amount billed during the billing year, the County will credit the difference to the City by March 31st of the following year. If the actual cost of providing the probation service was more than the amount billed during the billing year, the City will reimburse the difference to the County by March 31st of the following year.

2. For All Years – Inactive Probation Services

As consideration for the probation services provided during each billing year, the City agrees to reimburse the County a monthly rate of \$10.00 per open inactive case.

Section III
GENERAL PROVISIONS

1. PROBATION SERVICES: The District Court shall have the sole and complete responsibility for the supervision of any probation officer assigned to perform services for the City under this Agreement.
2. 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.
3. NON-DISCRIMINATION IN EMPLOYMENT AND CLIENT SERVICES: The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. Both parties shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification. Furthermore, both parties shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities.

Furthermore, both parties shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

4. REPORTS: The County shall submit monthly billing reports to the City detailing clients served.
5. 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, or as otherwise provided by law. This paragraph is not intended to supersede the requirements of RCW 42.56
6. 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.
7. 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.

- 8. **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 Bruce Van Glubt, 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: John Williams, City Administrator, 300 4th Street, Lynden, WA 98264.
- 9. **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.
- 10. **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 Agreement do not cover costs generated by this Agreement.
- 11. **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.
 - a. 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.
 - b. 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.
 - c. In the event of termination under this paragraph, 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.
- 12. **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.
- 13. **TERM OF AGREEMENT:** This Agreement shall be effective on the **1st day of January, 2023**, and shall terminate on the **31st day of December, 2025**.

DATED this _____ day of _____, 2022

For the City of Lynden:

Scott Korthuis
Mayor

Date

Presiding Judge Terry Lewis

Date

Attest:

Finance Director

Date

Approved as to Form:

Office of the City Attorney

Date

For Whatcom County:

Angela Anderson
Acting Presiding District Court Judge

Date

Bruce Van Glubt, Administrator
District Court and Probation Services

Date

Approved as to Form:

Karen Frakes
Chief Civil Deputy Prosecutor

Date

Satpal Sidhu, County Executive

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

On this ____ day of _____, 2022, before me personally appeared Satpal Sidhu, 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: