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Review of the July 14, 2022 Minutes



# Public Safety and Justice Virtual Council Committee Meeting Minutes

Thursday, July 14, 2022  
6:00 PM  
Council Chambers Virtual

Members:	Present:	Absent:	Commence:	6:00PM
			Adjourn:	6:46PM
Senayet Negusse, Chair	X			
Jake Simpson	X			
Erin Sitterley	X			

Staff Coordinator: Troy Smithmeyer/Captain  
 Other Council Members Present: Peter Kwon  
 Other Staff Present: Evan Maxim, Mary Kate McGee, Gail Cannon, Judge Pauline Freund, Gwen Voelpel, Mary Mirante Bartolo

1. Call to Order	Chair Negusse called the meeting to order at 6:00PM
2. Public Comment	There was no public comment.
3. Review of 2/10/22 Minutes	<u>X</u> Approval  The 2/10/2022 meeting minutes were approved as written.
4. Code Compliance Program Update	<u>X</u> Presentation – Mary Kate McGee gave an update on the Code Compliance Program. In 2021, requests for Code Compliance Action increased 70% over 2020, and in the first half of 2022, there has been a 65% increase compared to last year with the bulk of the requests being residential. Code Compliance staff has been working to implement the new Code Compliance software LAMA. The City has also hired a new Admin Assistant to enter all Requests for Action into the system.  Discussion / Questions followed.
5. SeaTac Municipal Court and the Port of Seattle	<u>X</u> Presentation – Gail Cannon gave an update on the contract with Port of Seattle, which was implemented in October 2021 and handles Airport cases only. From October to December infractions from POS was minimal, as SeaTac did not have the staff hired to handle their cases. From January to May it increased significantly. The biggest challenge is most of their criminal cases have some type of mental health component. Out of Custody mental health restoration is nonexistent, and In-Custody wait time for restoration is 4 to 5 months. Defendants need to understand and participate in the court proceeding, as judgments cannot be rendered on people who are deemed incompetent. Swings in volume of parking citations also makes it difficult to predict workload. The POS is working on moving to an electronic parking ticketing system similar to SeaTac.

	Discussion / Questions followed.
6. AOC Funding regarding Blake Decision	<p>X Discussion – Judge Freund and Gail Cannon discussed the AOC Funding regarding the Blake Decision. In February 2021, Washington State Supreme Court ruled the statute for simple possession of a controlled substance was unconstitutional. AOC funding is for all Cities to reimburse people who have been charged under the statute. Cities will front the money and AOC will reimburse the Cities.</p> <p>Discussion / Questions followed.</p>
7. APEX VR Update	<p>X Discussion – Captain Smithmeyer gave an update on the APEX VR training. The 2<sup>nd</sup> VR backpack is now operational. A designated training area has been set up on the second floor, which is scheduled to start in the Fall for Deputy training. Currently they are still working on the mechanics of the equipment to make sure everything runs smoothly.</p> <p>Discussion / Questions followed.</p>
8. Administrative Functions/ Changes	<p>X Discussion – Captain Smithmeyer gave an update on administrative changes. Police have been working with Code Compliance more often recently on various issues. The department purchased a Tower camera, which is a wireless CCTV that is currently set up at Angle Lake Park. The camera is a solar powered mobile unit that can be placed anywhere and is a good deterrent to crime. The Polaris office is on the next phase and should be completed in a few months. Community Engagement Officer Ghrmai will then occupy the space. A recent CSAM operation resulted in 4 arrests and 7 recovery cases in which all the victims accepted the services provided. The Motors Unit submitted a proposal to replace the Harleys with more dependable BMW's. Staff movement within the department include: Sgt Potter moved to Pct 2 and replaced with Sgt McDonald, Sgt Grat moved from Patrol to Detectives Unit and replaced by Sgt Chivington, Dep. Myklebust moved from Patrol to Detectives, Dep's Bugosh and Prettyman moved to Detectives, new Deputy's include Cruz, Toscano, Edgar and Bell. In October we will go to a City model and add 3 Patrol Sergeants and 1 Captain.</p> <p>Discussion / Questions followed.</p>
	<p><b>Next Meeting: August 11, 2022 at 6:00PM.</b></p> <p>Potential topics for next meeting: TBD</p>
Adjourn	Chair Negusse adjourned the meeting at 6:46PM

#6

Referral for consent on ILA for probation  
supervision

# INTERLOCAL AGREEMENT FOR JOINT SUPERVISION OF DEFENDANTS CONSOLIDATED SUPERVISION SERVICES

In an effort to increase the likelihood of success for defendants on supervision in multiple courts the undersigned judges, as representatives of the respective courts, enter into the following Interlocal Agreement ("ILA") to be effective as of September 1, 2022.

## PROVISIONS

- A. **DEFINITIONS:** References to a "supervising department" means the department established by a court to supervise conditions of sentence imposed by that court. The "host jurisdiction" shall be the supervising department that the defendant reports to for supervision under this program. A "participating jurisdiction" is any court and/or supervising department that has imposed conditions or has referred conditions for supervision to a host jurisdiction.
- B. **PURPOSE:** To establish a program that allows defendants to report to one court's supervising department when they are required to comply with conditions in multiple courts. Eligible individuals can elect to consolidate supervision of conditions by a single supervising department that would report completion of court ordered conditions and violations to all host and participating courts.
- C. **AUTHORITY:** This ILA is established under RCW 39.34.180(6). In addition, ARLJ 11 provides that the "*...method of providing these services shall be established by the presiding judge of the local court to meet the specific needs of the court.*" Each court shall continue to have exclusive original jurisdiction of all criminal law violations committed within the jurisdiction of that court as authorized by statute or ordinance.
- D. **ADMINISTRATION:** The host jurisdiction shall supervise the conditions imposed by all participating courts pursuant to its own established practices and procedures. Nothing herein changes the authority of each court or supervising department to determine its own practices and to follow its own procedures. Participating jurisdiction judges and staff shall have no authority to supervise the host jurisdiction's staff.
- E. **APPLICATION:** Any defendant with conditions on a criminal conviction in multiple courts that are signatories to this agreement may request or consent to the supervising department in one of those courts to act as the host jurisdiction for supervision. The request may be approved by the respective supervising departments if the presiding judge of the host jurisdiction and participating jurisdictions are signatories to this agreement. Not all jurisdictions need to agree, but the request will be denied unless at least one participating jurisdiction has approved the request along with the host jurisdiction. The decision to admit the defendant to the program will rest within the sole discretion of each jurisdiction. The parties may not agree to consolidate supervision as part of a resolution of the case, unless all applicable supervising departments agree to such supervision, but may recommend that a person be considered for such supervision. No supervising department shall be bound to the program unless consent has been given by that supervising department.
- F. **REPORTING:** The host jurisdiction shall report completion of court ordered conditions and violations to the host jurisdiction and to each participating jurisdiction. Each court and

supervising department will address compliance and violations pursuant to its own established policies and procedures. Staff designated by the presiding judge of each court shall serve as the point of contact. Defendants must still report to supervising departments of any non-participating jurisdiction.

- G. PROPERTY: This program does not contemplate the acquisition, holding, or disposal of real or personal property.
- H. FINANCING: There shall be no financing of any joint or cooperative undertaking pursuant to this program. There shall be no budget maintained for any joint or cooperative undertaking. supervision fees under RCW 10.64.120 shall only be collected by the host jurisdiction. No supervision fees can be collected by a participating jurisdiction while the defendant is part of the program. Non-participating supervising departments may charge fees pursuant to RCW 10.64.120. Participating supervising departments may charge fees pursuant to RCW 10.64.120 after revocation pursuant to Paragraph I.
- I. REVOCATION OF SUPERVISION: The defendant may request that the court revoke the consolidated supervision at any time, except if alleged violations have been reported pursuant to this agreement. The judge of the host jurisdiction (or designee) or the judge (or designee) of any participating jurisdiction may remove its jurisdiction's approval of consolidated supervision at any time. The defendant will then be required to report to the supervising department of the jurisdiction(s) that revoked its participation.
- J. LIABILITY: Each supervising department has its own duties and liabilities and nothing herein alters those liabilities or creates a respondeat superior or agency relationship between cities, courts, or supervising departments. All supervising departments are autonomous and nothing herein creates or contemplates a duty or ability to supervise or control the work of host jurisdictions by participating jurisdictions or vice versa.
- K. AGREEMENT TO MEET AND CONFER: Participant courts shall meet and confer periodically during the life of this program at mutually agreeable times and dates to review program procedures and effectiveness.
- L. TERMINATION AND NOTICE: Any court participating in this program may terminate its participation upon thirty-days written notice to the remaining participant courts. The termination by any one court shall not affect the rights of the remaining participants under this program. Any notice or other communication shall be sufficient if it is in writing and/or by electronic submission.

Signed below in our official capacity as judges of the respective courts.

\_\_\_\_\_  
Judge David Larson, Presiding  
Federal Way Municipal Court  
Date: \_\_\_\_\_

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Judge Brad Bales  
Federal Way Municipal Court  
Date: \_\_\_\_\_

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Judge Kara Murphy, Presiding  
Renton Municipal Court  
Date: \_\_\_\_\_

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Judge Jessica Giner  
Renton Municipal Court  
Date: \_\_\_\_\_

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Judge Michael Frans, Presiding  
Kent Municipal Court  
Date: \_\_\_\_\_

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Judge Anthony Gipe  
Kent Municipal Court  
Date: \_\_\_\_\_

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Judge Pauline Freund, Presiding  
SeaTac Way Municipal Court  
Date: \_\_\_\_\_

\_\_\_\_\_  
Judge Kimberly Walden, Presiding  
Tukwila Municipal Court  
Date: \_\_\_\_\_

\_\_\_\_\_  
Judge L. Stephen Rochon, Presiding  
Maple Valley Municipal Court  
Date: \_\_\_\_\_

\_\_\_\_\_  
Judge Lisa Leone, Presiding  
Des Moines Municipal Court  
Date: \_\_\_\_\_