

September 27, 1989
JC/1k 8:16W.1

Introduced by: BRUCE LAING

Proposed No.: 89-782

MOTION NO. 7749

A MOTION authorizing the Executive to enter into an inter-local agreement with the City of Renton relating to municipal court probation services.

WHEREAS, The City of Renton desires to secure probation services for their municipal court, and

WHEREAS, King County is able to efficiently provide such services at a quality that will will enhance the justice system;

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

The County executive is authorized to execute an interlocal agreement, substantially in the form attached, with the City of Renton for the County to provide municipal court probation services.

PASSED this 6th day of November, 1989

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:



Clerk of the Council

AN INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF RENTON
CONCERNING THE CITY SECURING
MUNICIPAL COURT PROBATION SERVICES

This agreement is entered into by and between the County of King (hereinafter referred to as the "County") and the City of Renton, a municipal corporation of the State of Washington (hereinafter referred to as the "City") for the purpose of the City securing municipal court services through the County.

WHEREAS, the City of Renton desires to secure probation services for their municipal court, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for joint cooperative action.

NOW THEREFORE, the County and the City hereby agree as follows:

1. PURPOSE OF AGREEMENT. To provide the means whereby the King County District Courts' Probation Services Division shall provide two primary services to the City of Renton's Municipal Court: presentence investigations, with the resulting report, and probation supervision.

2. DEFINITIONS. a. Presentence report: A report prepared by a probation counselor designed to give the court accurate and complete information for sentencing purposes. The report will include information on the defendant's history and offer recommendations for sentencing purposes. b. Probation supervision: When it is ordered as part of the sentence, supervision by the probation counselor of the defendant to insure compliance with the sentence imposed.

3. KING COUNTY RESPONSIBILITIES. a. The County through the King County District Courts' Probation Services Division shall conduct presentence investigations and provide presentence reports and shall provide probation supervision per the Division's supervision guidelines. b. The County will assign an experienced probation officer who is a State-qualified alcohol and drug assessment officer and who will be knowledgeable of community-based treatment programs in the Renton area. c. Initially, the assigned staff will be scheduled four hours per week. Hours per week can be increased as caseload increases occur, by mutual agreement. d. The County will submit a monthly statement of hours worked by the assigned probation officer.

4. CITY OF RENTON RESPONSIBILITIES. a. The City through its Municipal Court shall assign cases for presentence reports and for probation supervision. b. The City shall reimburse the County at the rate of thirty-six dollars (\$36) per hour of probation officer time based on the monthly statement from the County. Payment shall be within 30 days of receipt of the statement. c. The City shall provide space for the probation officer to interview and make telephone contact with the defendants.

5. ADMINISTRATION OF THE AGREEMENT. Both the County and the City shall designate representatives from the District Courts and Municipal Court, respectively, to administer this agreement.

6. REVENUE. Any revenue generated by provision of the probation services

by the County to the City defendants shall accrue directly to the City through its own billing and collection operations.

7. EFFECTIVE DATE. This agreement shall become effective on the date of its mutual signing by the City and County.

8. AMENDMENT. This agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

9. DURATION. This agreement shall renew automatically from year to year, provided that either party may terminate the agreement with sixty days written notice to the other party, and provided further that the rate per hour is renegotiated for each calendar year beginning with 1990.

10. INDEMNIFICATION AND HOLD HARMLESS. All liabilities for salaries, wages, any other compensation, injury, sickness, or liability to the public for negligent acts or omission arising from performance of probation officers hereunder shall be that of the County. To such purpose, the County will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards or damages, arising out of or in any way resulting from the negligent acts or omissions of the County, its officers, employees or agents. The City will protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees, or agents.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day first mentioned above.

Approved as to form:

by: _____
Deputy Prosecuting Attorney

Date: _____

by: _____
Legal Counsel

Date: _____

KING COUNTY

by: _____
King County Executive

Date: _____

CITY OF RENTON

by: _____
Mayor, City of Renton

Date: _____