

**INTERLOCAL AGREEMENT
FOR MISDEMEANOR PROSECUTION SERVICES**

THIS AGREEMENT, entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the COUNTY), and the City of Snohomish (hereinafter referred to as the CITY), a municipal corporation of the State of Washington.

WHEREAS, RCW 39.34.180 provides that each county, city and town is responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions and authorizes counties, cities and towns to enter into interlocal agreements with each other pursuant to Chapter 39.34 RCW to carry out those responsibilities, and

WHEREAS, the parties desire to enter into an agreement whereby the COUNTY will provide misdemeanor and gross misdemeanor prosecution services to the CITY to enable the CITY to carry out its responsibility for such prosecutions.

NOW THEREFORE, the COUNTY and the CITY mutually agree as follows:

Section 1. Prosecution Services.

- 1.1 The COUNTY, through the Snohomish County Prosecuting Attorney's Office, shall render prosecution services under this Agreement in the same manner as is customarily undertaken by the COUNTY with regard to crimes committed in unincorporated Snohomish County. The COUNTY will provide the CITY the following prosecution services for misdemeanors and gross misdemeanors committed within the city limits:
 - (a) For all Washington State misdemeanors and gross misdemeanors that CITY law enforcement officers refer to the COUNTY under this Agreement, the COUNTY will review each referral and determine whether the same will be charged. In those instances where the law enforcement referral is charged, the COUNTY will prosecute the same through final disposition.
 - (b) For all CITY misdemeanors and gross misdemeanors that CITY law enforcement officers refer to the COUNTY under this Agreement, the COUNTY will review the same. The COUNTY will only charge the same upon agreement between the CITY and COUNTY. Where the parties agree that a referral should be charged under this provision, the COUNTY will prosecute the same through final disposition; provided however, in those instances where a CITY crime is charged, the CITY shall appoint the deputy prosecuting attorney assigned to prosecute the

case as a special city attorney with full authority to act on behalf of the CITY in such prosecution.

- (c) The COUNTY will be available throughout prosecution to address CITY questions or concerns related to said prosecution.
- (d) The COUNTY will meet as available, at the CITY's request, to discuss matters related to performance of this agreement.

Section 2. Compensation.

2.1 In consideration of the services provided by the COUNTY described in paragraph 1, the CITY shall compensate the COUNTY at the following rates:

2015 Rates

- (a) Prosecution of DUI Cases -- \$176.02 per case;
- (b) Prosecution of domestic violence cases -- \$176.02 per case;
- (c) Prosecution of other misdemeanor or gross misdemeanor cases -- \$70.42 per case;
- (d) Case review of misdemeanor or gross misdemeanor cases when no charges are issued -- \$70.42 per case;
- (e) RALJ appeal -- \$1,479.19 per case.

2.2 The CITY will be billed quarterly for the number of cases prosecuted and reviewed for the quarter multiplied by the applicable rate set forth in paragraph 2.1, subject to the rate adjustments set forth in paragraph 2.4.

2.3 Payments shall be made on a quarterly basis in accordance with the following schedule:

- First quarterly payment due April 30.
- Second quarterly payment due July 31.
- Third quarterly payment due October 31.
- Fourth quarterly payment due January 31.

2.4 **Rate Adjustments.**

- (a) Effective January 1, 2015, and on January 1 of each successive year, the rates shall be the prior year's rates increased by the amount of the increase in the Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton Metropolitan Area for the period from July of the previous calendar year to June of the calendar year just concluded or the cost of living adjustment granted by Snohomish County to its employees subject to the collective bargaining agreement between the County and the Washington State Council of County and City Employees Prosecutor's Criminal Deputy Unit (Local 1811-PA) for the current calendar year, whichever is lower. The percent increase in the rates shall in no event exceed 3.5% per year.
- (b) The COUNTY will review the fees during 2015 and will provide notice to the CITY by December 31, 2015, of any proposed increase in the fees based upon that review.

Section 3. Duration.

This Agreement shall govern services from January 1, 2015, through December 31, 2015, and shall automatically be renewed from year to year thereafter unless terminated as provided in Section 4, PROVIDED that the COUNTY'S obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds for this agreement in accordance with applicable laws and the Snohomish County Charter.

Section 4. Termination.

Either Party may terminate this contract upon sixty (60) days' written notice to the other party as provided in Section 12 of this agreement.

Section 5. Quarterly Case Reports.

The COUNTY will provide the CITY detailed quarterly reports of the number of cases handled, including cases prosecuted and cases for which prosecution was declined following review by the Prosecuting Attorney. The quarterly reports will indicate defendant name, case number, case type, disposition, and the fee for each case.

Section 6. Training.

The COUNTY, through the Prosecuting Attorney, will provide training for CITY police officers annually at a mutually agreeable time, if requested by the CITY. This training shall include case-law updates and preparation for in-court testimony. Training sessions may be combined with those for other cities, at the COUNTY'S discretion. Compensation provided by the CITY pursuant to Section 2 shall be deemed to include the cost of training.

Section 7. Annual Policy Review.

The parties agree to conduct an annual review of policy issues that may arise in carrying out this Agreement. Any changes to this Agreement resulting from such policy reviews will be made by amendment to this Agreement as provided in Section 14.

Section 8. Non-Exclusive.

The COUNTY acknowledges that the CITY is free to engage their own legal representative to prosecute any cases. The CITY agrees to pay the COUNTY the full fee for each case if any work is performed prior to the date of transfer of cases subject to the terms of this Agreement. The CITY may transfer any new case to another legal representative for prosecution without written notification. Existing cases transferred must have written notice by the Chief of Police to the Chief Criminal Deputy prior to the transfer.

Section 9. Indemnification/Hold Harmless.

Each party agrees to indemnify, defend, and hold harmless the other party, its elected and appointed officials, officers, agents, and employees from any and all costs, claims, judgments or awards of damages, which may be made against them arising out of the performance of the activities described in this Agreement, to the extent of the negligence of the party, its officers, employees or agents. The indemnification provided for in this Section with respect to acts or omissions during the term of this agreement shall survive termination or expiration of this agreement.

Section 10. Records and Inspections.

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the COUNTY or the CITY during the term of this Agreement and for a period of three years after termination.

Section 11. Administration.

The CITY and the COUNTY shall each designate representatives for the purpose of administering this Agreement, and each shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon written notice to the other.

Section 12. Notices.

- (a) All notices required by this Agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by registered mail to the Executive of the COUNTY.
- (b) All notices required by this Agreement to be given to the CITY shall be made in writing and personally delivered or sent by registered mail to the Mayor of the CITY.

Section 13. Property.

No property shall be acquired for joint use pursuant to this Agreement.

Section 14. Modification/Amendment.

This Agreement may not be modified orally. Any amendment or modification of this Agreement must be made in writing with the same formalities as are required for execution of this Agreement.

Section 15. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this interlocal agreement must be brought in Snohomish County, Washington.

Section 16. Entire Agreement Waiver of Default.

The parties agree that this Agreement is a complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. The waiver of any default by either party shall not be deemed as a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Section 17. Severability.

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement by subscribing their names as follows:

SNOHOMISH COUNTY

CITY OF SNOHOMISH

John Fain
COUNTY EXECUTIVE DATE

Larry [Signature]
MAYOR DATE
City Manager 1/8/15

ATTEST:

[Signature]
DATE

COUNCIL USE ONLY
Approved: 1-21-15
Docfile: D-10

APPROVED AS TO FORM ONLY:

[Signature] 1/8/15
DEPUTY PROSECUTING ATTORNEY DATE