

**INTERLOCAL AGREEMENT FOR COURT SERVICES
BETWEEN THE CITY OF KITTITAS AND KITTITAS COUNTY**

1. **Preamble:** This Agreement is made and entered into effective January 1, 2009, by and between Kittitas County, a political subdivision, duly organized and operating under and by virtue of the laws of the State of Washington (County), and the City of Kittitas, a code city, duly organized and operating under and by virtue of the laws of the State of Washington (City).

2. **Purpose:** The City has operated a municipal court pursuant to Chapter 3.50 RCW since 1984 and now intends to terminate its municipal court. The City desires to contract with the County by this Interlocal Cooperative Agreement for the provision of prosecution, adjudication, indigent defense, and sentencing services for misdemeanor and gross misdemeanor offenses committed by adults within the City and civil infractions including municipal code violations committed within the City.

3. **Authority:** This Agreement is based upon the authority of Chapter 39.34 RCW and Chapter 3.50 RCW.

4. **Consideration and Authority:** It is mutually agreed as follows:

4.1 The County shall:

- A. Furnish its facilities and personnel for prosecuting, providing indigent defense, adjudicating, processing and sentencing those adults committing misdemeanors and gross misdemeanors and those committing civil infractions including municipal code violations in the City of Kittitas referred for prosecution by the Kittitas Police Department (hereafter "City Misdemeanants") in the same manner and to the same extent as the County furnishes facilities and personnel for prosecuting, providing indigent defense, adjudicating, processing and sentencing those committing misdemeanors, gross misdemeanors and civil infractions not referred by the Kittitas Police Department, including without limitation, the provision of services normally related to prosecution, district court, and public defense.
- B. The County shall use a separate jurisdiction code to track the annual revenues of all City Misdemeanant cases and shall provide such figures to the City on an annual basis. The County shall provide such annual figures upon City's request.

4.2 The City shall:

- A. Pay to the County the sum of Twenty Thousand (\$20,000) Dollars per year. The City shall make such payment by the first day of February in

each year that the services are to be provided. In addition, payment to the County for costs associated with the services of the District Court, indigent defense, prosecution and other services associated with adjudication and sentencing shall include any and all relevant fines and fees collected by the courts from City Misdemeanants.

- B. Payment of the above amounts is intended to provide full and complete compensation to the County for all costs associated with providing the services of the District Court, indigent defense, prosecution and other services associated with adjudication and sentencing City Misdemeanants, including without limitation judicial salaries, benefits, facilities and probation services employed to process City Misdemeanants.
- C. Authorize the County to process and prosecute all cases referred to the County by the City for prosecution on the City's behalf, including municipal code violations.

4.3 The parties agree:

The terms and operations of this Agreement shall be reviewed annually in July of each year, commencing in the second full year of this Agreement. This review shall be conducted by a committee comprised of one County commissioner, the Kittitas County Sheriff, the Kittitas County Prosecuting Attorney, the Presiding Judge of the Kittitas County District Court, the Mayor of Kittitas, one Kittitas Council member, and the Kittitas Police Chief. Based upon the considerations listed in RCW 39.34.180(2), the committee shall make a written recommendation to the City and County expressing its opinion on the status of this Agreement and any recommended changes. In the event that the City and County are unable to reach an agreement as to compensation the provisions of RCW 3.50.805 and RCW 39.34.180 (3) shall govern.

- 5. **Operational Control:** The City acknowledges the County's operational control of the County offices and department providing services incident to the processing of City Misdemeanants. This operational control includes prosecutorial discretion in the charging, filing, and prosecuting of crimes.
- 6. **Relationship of Parties:** No agent, official, employee, servant or representative of the City shall be deemed an officer, employee, agent, servant or representative of the County for any purpose. No agent, official, employee, servant or representative of the County shall be deemed an officer, employee, agent, servant or representative of the City for any purpose. The City will be solely and entirely responsible for its acts and for the acts of its agents, employee, servants, or representatives. The County will be solely and entirely responsible for its acts and for the acts of its agents, employee, servants, or representatives.

7. **Incarceration Services:** The parties acknowledge that there is a separate contract between the County and the City with regards to incarceration services and this agreement shall have no impact upon said contract.
8. **Duration and Termination:** This Agreement shall become effective commencing the 1st day of January, 2009, and shall continue in effect unless terminated pursuant to RCW 3.50.810 as now enacted or hereafter amended, unless otherwise agreed in writing between the parties.
9. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
10. **Filing:** This Agreement, prior to its entry into force, shall be filed with the Kittitas City Clerk and the Kittitas County Auditor.
11. **Invalidity:** Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality. Any provision of this Agreement which shall be found invalid, void, or illegal in part shall survive to the extent that it has not been found invalid, void, or illegal.
12. **Modification:** Except as specifically allowed by the terms of the agreement, no changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.
13. **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties and supersedes all prior agreements, contracts, and understanding, written or oral.
14. **Construction of Agreement:** In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.
15. **Execution:** This Agreement is executed by each party acting with authority granted, where required, by its governing body.
16. **Counterpart Originals:** This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original shall be delivered to each party upon that party's execution of a counterpart original.

Dated: December 16, 2008
BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

By [Signature]
Chair

Dated 12.15.08

CITY OF KITTITAS

By [Signature]
Steve Arington, Mayor

Dated Dec 9, 2008

PROSECUTING ATTORNEY
KITTITAS COUNTY, WASHINGTON

By [Signature]
Commissioner

Dated 12/16/08

By [Signature]
Greg Zempel, Prosecuting Attorney

Dated 12-17-08

By [Signature]
Commissioner

Dated 12/17/08

KITTITAS COUNTY LOWER DISTRICT COURT
KITTITAS COUNTY, WASHINGTON

By [Signature]
Judge Haven, Lower District Presiding Judge

Dated 12/12/08



Attested to by [Signature]
Clerk of the Board of County Commissioners

Dated 12/16/08