

AMENDED INTERLOCAL AGREEMENT FOR MISDEMEANOR PROSECUTION SERVICES

THIS AGREEMENT is entered into pursuant to Chapter 39.34 RCW by and between Island County, a political subdivision of the State of Washington, and the Island County Prosecuting Attorney (hereinafter collectively referred to as COUNTY), and the City of Langley (hereinafter referred to as 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 COUNTY will provide misdemeanor and gross misdemeanor prosecution services to CITY to enable CITY to carry out its responsibility for such prosecutions.

NOW THEREFORE, COUNTY and CITY agree as follows:

Section 0. Supersedence of Prior Agreements.

The parties agree that this contract supersedes all prior agreements between them for the provision of prosecution services. All such prior agreements are hereby terminated upon the effective date of this agreement.

Section 1. Prosecution Services.

1.1 COUNTY, through the Island County Prosecuting Attorney, will provide CITY the following prosecution services for misdemeanors and gross misdemeanors committed within the city limits which are charged under state law or city ordinances, PROVIDED that prior to the prosecution of any violation of a city ordinance, CITY shall appoint the Island County Prosecuting Attorney, or any deputy prosecutor serving pursuant to RCW 36.27.040, to have authority to prosecute violations of CITY criminal ordinances for the duration of this agreement, with full authority to act on behalf of CITY in such prosecutions, including:

- (a) prosecution of driving under the influence (DUI) cases charged by CITY law enforcement officers;
- (b) prosecution of domestic violence cases charged by CITY law enforcement officers;
- (c) prosecution of other misdemeanor and gross misdemeanor cases charged

by CITY law enforcement officers;

- (d) review of misdemeanor and gross misdemeanor cases investigated by CITY law enforcement officers and referred to the Island County Prosecuting Attorney for a charging decision (the parties agree that an informal consultation regarding a case then under investigation by CITY law enforcement does not constitute a review for a filing decision, and will be provided at no cost to CITY);
- (e) prosecution of those cases referred to the Island County Prosecuting Attorney for a charging decision when the Island County Prosecuting Attorney files charges;
- (f) prosecution of other misdemeanors or gross misdemeanors under CITY ordinances that are mutually agreed to by COUNTY and CITY on a case by case basis;
- (g) RALJ appeals to Superior Court of any of the aforementioned cases prosecuted by COUNTY. RALJ (Rules for Appeal of Decisions of Courts of Limited Jurisdiction) appeals are appeals to Superior Court of District Court cases; and
- (h) prosecution of civil traffic infractions when the court requires representation by an attorney on behalf of CITY (for example, in cases in which the defendant is represented by an attorney).

1.2 COUNTY shall render prosecution services under this Agreement in the same manner as is customarily undertaken by COUNTY with regard to crimes committed in unincorporated Island County.

1.3 Responsibility for cases which are appealed to the Washington Court of Appeals, the Washington Supreme Court, or to any Federal Court shall be the responsibility of CITY unless the parties agree upon terms under which COUNTY will continue to represent CITY.

1.4 COUNTY shall provide CITY with timely written notice of the disposition of each case referred or prosecuted under section 1.1.

Section 2. Compensation.

2.1 In consideration of the services provided by COUNTY described in Section 1, CITY shall compensate COUNTY at a rate of \$822.92 per each non-infraction case and \$123.44 per each infraction case in which COUNTY performs services described in section 1.1.

2.2 The calculation for the compensation paid by CITY shall be based upon the

number of cases and referrals received by COUNTY during the reporting period. Cases received include cases for which COUNTY made an initial court appearance prior to receiving a completed case referral or report.

2.3 Payments shall be made within thirty (30) days of receipt of a quarterly report and invoice, to be provided as required in Section 5. Each quarterly payment shall be determined by multiplying the rate set forth in paragraph 2.1 by the number of cases reported for the billing period.

2.4 Rate Adjustments.

(a) For compensation paid in the years 2026 and after, the rates set forth in paragraph 2.1 shall be increased by the amount of the previous July to June (for example, for the 2026 rate increase, July 2024 to June 2025) Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) using the West Region, Size Class B/C (population size 2,500,000 or less) for item 'Services'. The Island County Prosecuting Attorney shall provide the amount of each increase to CITY in July of the year preceding the year for which it will be effective (for example, in July of 2025 for the 2026 increase), or as reasonably soon as possible after the information becomes available.

(b) The parties agree to review the prosecution cost and caseload data, upon request by either party, in the fifth year of this contract and every five years thereafter.

Section 3. Duration.

Once fully executed by both COUNTY and CITY and filed or listed pursuant to RCW 39.34.040, this Agreement shall be effective as of January 1, 2025. The term of this Agreement shall extend to December 31, 2025, and shall automatically be renewed from year to year thereafter unless terminated as provided in Section 4.

Section 4. Termination.

Either party may terminate this contract upon 90 days written notice.

Section 5. Quarterly Case Reports.

COUNTY shall provide CITY quarterly reports. The quarterly reports will indicate, for each case received during the reporting period, the defendant name, violation date, date received by the prosecutor, and the incident number. The report shall constitute an invoice for CITY, to be paid according to section 2.3.

Section 6. City Law Enforcement Obligations.

In addition to complying with applicable laws and court rules, CITY shall provide to the Island County Prosecuting Attorney within 5 days of filing a citation in court: (1) a copy of any citation filed in court; and (2) a complete law enforcement investigation report.

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.

COUNTY acknowledges that CITY is free to engage its own legal representative to prosecute any cases. CITY agrees to pay 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. CITY may transfer any new case to another legal representative for prosecution without written notification. Existing cases transferred must have written notice by CITY's Chief of Police to the Island County Prosecuting Attorney 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 the other party 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.

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 COUNTY or CITY during the term of this Agreement, subject to each party's regular archival and destruction schedules.

Section 11. Administration.

COUNTY and CITY 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 COUNTY shall be made in writing and personally delivered or sent by registered mail to the Island County Prosecuting Attorney.

- (b) All notices required by this Agreement to be given to CITY shall be made in writing and personally delivered or sent by registered mail to the Mayor of 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. 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 16. 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.

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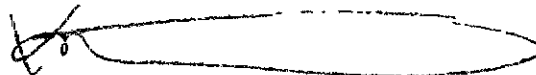
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IN WITNESS WHEREOF, COUNTY and CITY have executed this Agreement by
subscribing their names as follows:

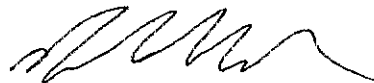
SIGNED by the City of Langley on OCTOBER 10, 2024

CITY OF LANGLEY



Krista 'Kennedy' Horstman, Mayor



ATTEST:



Kelly Beech, Finance Director

SIGNED by the County of Island on OCTOBER 22, 2024

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON



Jill Johnson, Chair
Melanie Bacon, Member
Janet St. Clair, Member

ATTEST:


Jennifer Roll, Clerk of the Board

SIGNED by the Island County Prosecuting Attorney on 10/15/24

ISLAND COUNTY PROSECUTING ATTORNEY

A handwritten signature in black ink, appearing to be 'G. Banks', written over a horizontal line.

Gregory M. Banks, Island County Prosecuting Attorney



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 9/24/19

Agenda Item No 5

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Prosecuting Attorney

DIVISION: (if applicable)

STAFF CONTACT: Kristin LeClercq

AGENDA SUBJECT: Amended contract with the City of Langley for prosecution of misdemeanors

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 9/11/19

This amended contract with the City of Langley updates cost per case from \$228.74 to \$379.85.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

- ☒ Approve/Adopt
☐ Schedule Public Hearing/Meeting
☐ Continue Public Hearing/Meeting
☐ Information/Discussion
☐ Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☒ APPROVED
☐ DENIED
☐ TABLED/DEFERRED/NO ACTION TAKEN
☐ CONTINUED TO DATE: ____/____/____ TIME: ____
☐ OTHER copy to Prosecuting Office
a/jc
KL



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2.3 Payments shall be made within fifteen days of receipt of a quarterly report and invoice, to be provided as required in Section 5. Each quarterly payment shall be determined by multiplying the rate set forth in paragraph 2.1 by the number of cases reported for the billing period.

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- (a) For compensation paid in the year 2020, the rates set forth in paragraph 2.1 shall be increased by the amount of the July 2018 to June 2019 Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) for the West Region.
- (b) For compensation paid in the years after 2020, the rates set forth in paragraph 2.1 (as modified under subparagraph 2.4(a)) shall be increased by the amount of the previous July to June Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) for the West Region. The percent increase in the rates shall in no event exceed 3.5% per year.

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This Agreement shall be in effect upon final approval by the legislative bodies of both COUNTY and CITY and filed or listed pursuant to RCW 39.34.040. The term of this Agreement shall extend to December 31, 2019, and shall automatically be renewed from year to year thereafter unless terminated as provided in Section 4.

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Section 16. 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, COUNTY and CITY have executed this Agreement by subscribing their names as follows:

SIGNED by the City of Langley on July 1, 2019

CITY OF LANGLEY

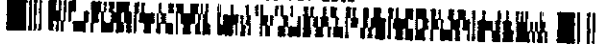


Tim Callison, Mayor

ATTEST:

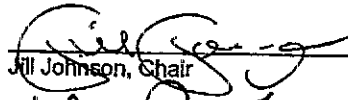

Debbie Mahler, Clerk/Treasurer/Finance Director

ATTACHMENT Event Date Tue Sep 24 00:00:00 PDT 2019
Page 5 of 6 Tue Sep 24 00:09:00 PDT 2019

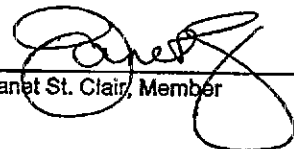


SIGNED by the County of Island on September 24, 2019

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

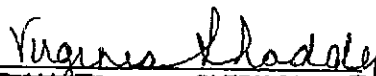

Jill Johnson, Chair


Helen Price Johnson, Member



Janet St. Clair, Member



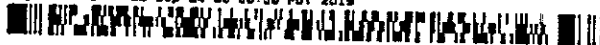
ATTEST:


Debbie Thompson, CLERK OF THE BOARD
Virginia Shaddy, Deputy Clerk of the Board

SIGNED by the Island County Prosecuting Attorney on 8/22/19


Gregory M. Banks, Island County Prosecuting Attorney

ATTACHMENT Event Date: Tue Sep 24 00:00:00 PDT 2019
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ATTACHMENT Event Date: Tue Oct 22 00:00:00 PDT 2024
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