

**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 Town of Coupeville (hereinafter referred to as TOWN), 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, Island County provides law enforcement services through a separate Interlocal Agreement whereby County Sheriff's deputies are deputized or commissioned to serve as Town law enforcement officers; and

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

NOW THEREFORE, COUNTY and TOWN 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 TOWN the following prosecution services for misdemeanors and gross misdemeanors committed within the town limits which are charged under state law or town ordinances, PROVIDED that prior to the prosecution of any violation of a town ordinance, TOWN 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 TOWN criminal ordinances for the duration of this agreement, with full authority to act on behalf of TOWN in such prosecutions, including:

- (a) prosecution of driving under the influence (DUI) cases charged by TOWN law enforcement officers;

- (b) prosecution of domestic violence cases charged by TOWN law enforcement officers;
- (c) prosecution of other misdemeanor and gross misdemeanor cases charged by TOWN law enforcement officers;
- (d) review of misdemeanor and gross misdemeanor cases investigated by TOWN 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 TOWN law enforcement does not constitute a review for a filing decision, and will be provided at no cost to TOWN);
- (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 TOWN ordinances that are mutually agreed to by COUNTY and TOWN 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 TOWN (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 TOWN unless the parties agree upon terms under which COUNTY will continue to represent TOWN.

1.4 COUNTY shall provide TOWN 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, TOWN 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 TOWN 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 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.

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 TOWN 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 after as 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 TOWN 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 TOWN 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 TOWN, to be paid according to section 2.3.

**Section 6. Town Law Enforcement Obligations.**

In addition to complying with applicable laws and court rules, TOWN 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 TOWN is free to engage its own legal representative to prosecute any cases. TOWN 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. TOWN may transfer any new case to another legal representative for prosecution without written notification. Existing cases transferred must have written notice by TOWN'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 TOWN during the term of this Agreement, subject to each party's regular archival and destruction schedules.

**Section 11. Administration.**

COUNTY and TOWN 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 TOWN shall be made in writing and personally delivered or sent by registered mail to the Mayor of TOWN.

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

SIGNED by the Town of Coupeville on August 14, 2024

**TOWN OF COUPEVILLE**

Molly Hughes  
Molly Hughes, Mayor

ATTEST:

Chris Jolly  
Chris Jolly, Town Clerk

SIGNED by the County of Island on September 24, 2024

**BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON**



'excused'  
Jill Johnson, Chair

Melanie Bacon  
Melanie Bacon, Member

Janet St. Clair  
Janet St. Clair, Member

ATTEST:

Jennifer Roll  
Jennifer Roll, Clerk of the Board

SIGNED by the Island County Prosecuting Attorney on 09/17/2024 \_\_\_\_\_

ISLAND COUNTY PROSECUTING ATTORNEY

  
\_\_\_\_\_  
Gregory M. Banks, Island County Prosecuting Attorney

**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 the COUNTY), and the Town of Coupeville (hereinafter referred to as the TOWN), 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 County provides law enforcement services through a separate Interlocal Agreement whereby County Sheriff's deputies are deputized or commissioned to serve as Town law enforcement officers; and

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

NOW THEREFORE, the COUNTY and the TOWN agree as follows:

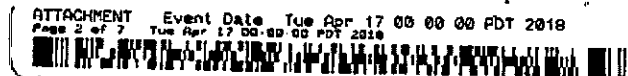
**Section 0. Supersedeance of Prior Agreements**

0.1 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 The COUNTY, through the county Prosecuting Attorney, will provide the TOWN the following prosecution services for misdemeanors and gross misdemeanors committed within the town limits which are charged under state law or town ordinances, PROVIDED that prior to the prosecution of any violation of a town ordinance, the TOWN 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 TOWN ordinances for the duration of this agreement, with full authority to act on behalf of the TOWN in such prosecutions, including,

- (a) prosecution of driving under the influence (DUI) cases charged by TOWN law enforcement officers;
- (b) prosecution of domestic violence cases charged by TOWN law enforcement officers,
- (c) prosecution of other misdemeanor and gross misdemeanor cases charged by TOWN law enforcement officers;
- (d) review of misdemeanor and gross misdemeanor cases investigated by TOWN law enforcement officers and referred to the county Prosecuting Attorney for a charging decision (the parties agree that an informal consultation regarding a case then under investigation by TOWN law enforcement does not constitute a review for a filing decision, and will be provided at no cost to the TOWN);
- (e) prosecution of those cases referred to the county Prosecuting Attorney for a charging





decision when the Prosecuting Attorney files charges;

- (f) prosecution of other misdemeanors or gross misdemeanors under TOWN ordinances that are mutually agreed to by the TOWN and the COUNTY on a case by case basis;
- (g) RALJ Appeals to Superior Court of any of the aforementioned cases prosecuted by the COUNTY.

1.2 The COUNTY 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 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 the TOWN unless the parties agree upon terms under which the COUNTY will continue to represent the TOWN.

1.4 The COUNTY shall provide the TOWN 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 the COUNTY described in paragraph 1, the TOWN shall compensate the COUNTY at a rate of \$367 per case in which the county performs services described in section 1.1.

2.2 The calculation for the compensation paid by the TOWN shall be based upon the number of cases and referrals received by the COUNTY during the reporting period. Cases received include cases for which the COUNTY made an initial court appearance prior to receiving a completed case referral or report.

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.

## 2.4 Rate Adjustments.

- (a) For compensation paid in the year 2019, the rates set forth in paragraph 2.1 shall be increased by the amount of the July 2017 to June 2018 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 2019, 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.

## Section 3. Duration.

This Agreement shall be in effect upon final approval by the legislative bodies of both the COUNTY and the TOWN and filed or listed pursuant to RCW 39.34.040. The term of this Agreement shall extend to December 31, 2018, 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

The COUNTY shall provide the TOWN detailed quarterly reports of the number of cases handled, including cases prosecuted and cases for which prosecution was declined following review by the COUNTY. The quarterly reports will indicate defendant name, case number, and case type and disposition. The first report shall be provided on April 15, 2018, and will be provided every three months thereafter. The report shall constitute an invoice for the TOWN, to be paid according to section 2.3.

Section 6. Town Law Enforcement Obligations

In addition to complying with applicable laws and court rules, the TOWN shall provide to the prosecutor 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.

The COUNTY acknowledges that the TOWN is free to engage its own legal representative to prosecute any cases. The TOWN 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 TOWN may transfer any new case to another legal representative for prosecution without written notification. Existing cases transferred must have written notice by the Town Marshal to the 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 the COUNTY or the TOWN during the term of this Agreement subject to each party's regular archival and destruction schedules.

Section 11. Administration.

The TOWN 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 Prosecuting Attorney of the COUNTY.

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

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.

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

SIGNED by the Town of Coupeville on February 23, 2018

TOWN OF COUPEVILLE

Molly Hughes  
Molly Hughes, Mayor

ATTEST:

[Signature]

TOWN CLERK - Kelly Beech



APPROVED AS TO FORM:

Grant Weed

Town Attorney - Grant Weed

SIGNED by the County of Island on April 17, 2018

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

Helen Price Johnson  
Helen Price Johnson, Chair

Richard M. Hannold  
Richard M. Hannold, Member

"Opposed"  
Jill Johnson, Member



ATTEST:

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

SIGNED by the Island County Prosecuting Attorney on

March 21, 2018

Gregory M. Banks  
Gregory M. Banks, Island County Prosecuting Attorney



Town of Coupeville  
RESOLUTION NO. 18 - 01

**A RESOLUTION OF THE TOWN OF COUPEVILLE AUTHORIZING  
THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL  
AGREEMENT WITH ISLAND COUNTY FOR MISDEMEANOR  
PROSECUTION SERVICES**

**WHEREAS**, this Amendment repeals and replaces any and all prior Interlocal Agreements with Island County for prosecution services; and

**WHEREAS**, the Town now contracts for law enforcement services with the Island County Sheriff's Office; and

**WHEREAS**, the Town has an obligation to provide for prosecution of misdemeanor and gross misdemeanor crimes committed within the Town limits;

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Coupeville as follows:

Section 1. Approval of the Agreement; Execution. The Town Council hereby approves the Amendment in substantially the form attached hereto as **Exhibit A** and incorporated herein by this reference. The Mayor is hereby authorized and directed to execute, on behalf of the Town, the Amendment, in form substantially similar to that attached as **Exhibit A**.

Section 2. Delegation of Services. The Town hereby appoints and delegates to the Island County Prosecuting Attorney, or any deputy prosecutor serving pursuant to RCW 36.27.040, with authority to prosecute violations of Town ordinances for the duration of this agreement, with full authority to act on behalf of the Town in such prosecutions

**PASSED** by the Town Council of the Town of Coupeville and **APPROVED** by the Mayor this 13<sup>th</sup> day of February, 2018.

TOWN OF COUPEVILLE

By Molly Hughes  
Molly Hughes, Mayor

APPROVED AS TO FORM

By Grant Weed

Grant Weed, Town Attorney

ATTEST

By Kelly Beech

Kelly Beech, Clerk-Treasurer





ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/17/18

Agenda Item No. 10

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Prosecuting Attorney's Office

DIVISION: (if applicable)

STAFF CONTACT: Jennifer Wallace

AGENDA SUBJECT: Amended Contract with the Town of Coupeville for Intragovernmental Services

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 4/11/18

Contract with the Town of Coupeville amended/updated to reflect actual cost of prosecution for Coupeville Municipal cases.

FISCAL IMPACT/FUNDING SOURCE: N/A

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]

BOCCA ACTION:

- ☐ APPROVED  
☐ DENIED  
☐ TABLED/DEFERRED/NO ACTION TAKEN  
☐ CONTINUED TO DATE. \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME. \_\_\_\_  
☐ OTHER original to J. Wallace 4/18/18





**INTERLOCAL AGREEMENT  
FOR MISDEMEANOR PROSECUTION SERVICES**

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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 TOWN to enable the TOWN to carry out its responsibility for such prosecutions.

NOW THEREFORE, the COUNTY and the TOWN agree as follows:

**Section 1. Prosecution Services.**

1.1 The COUNTY, through the county Prosecuting Attorney, will provide the TOWN the following prosecution services for misdemeanors and gross misdemeanors committed within the town limits which are charged under state law or town ordinances, PROVIDED that prior to the prosecution of any violation of a town ordinance, the TOWN shall appoint the deputy prosecuting attorney assigned to prosecute the case as a special town attorney with full authority to act on behalf of the TOWN in such prosecution:

- (a) prosecution of driving under the influence (DUI) cases charged by TOWN law enforcement officers;
- (b) prosecution of domestic violence cases charged by TOWN law enforcement officers;
- (c) prosecution of other misdemeanor and gross misdemeanor cases charged by TOWN law enforcement officers;
- (d) review of misdemeanor and gross misdemeanor cases investigated by TOWN law enforcement officers and referred to the county Prosecuting Attorney for a charging decision (the parties agree that an informal consultation regarding a case then under investigation by TOWN law enforcement does not constitute a review for a filing decision, and will be provided at no cost to the TOWN);
- (e) prosecution of those cases referred to the county Prosecuting Attorney for a charging decision when the Prosecuting Attorney issues charges;
- (f) prosecution of other misdemeanors or gross misdemeanors under TOWN ordinances that are mutually agreed to by the TOWN and the COUNTY on a case by case basis;
- (g) RALJ Appeals to Superior Court of any of the aforementioned cases prosecuted by the COUNTY.



ISLAND COUNTY AUDITOR

AGR

1.2 The COUNTY 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 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 the TOWN unless the parties agree upon terms under which the COUNTY will continue to represent the TOWN.

1.4 The COUNTY shall provide the TOWN 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 the COUNTY described in paragraph 1, the TOWN shall compensate the COUNTY at a rate of \$171 per case in which the county performs services described in section 1.1.

2.2 The calculation for the compensation paid by the TOWN shall be based upon the number of cases and referrals received by the COUNTY during the reporting period. Cases received include cases for which the COUNTY made an initial court appearance prior to receiving a completed case referral or report.

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.

## 2.4 Rate Adjustments.

- (a) For compensation paid in the year 2006, the rates set forth in paragraph 2.1 shall be increased by the amount of the July 2004 to June 2005 Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers in the Seattle-Everett Metropolitan Area.
- (b) For compensation paid in the years after 2006, 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 Urban Wage Earners and Clerical Workers for the Seattle-Everett Metropolitan Area. The percent increase in the rates shall in no event exceed 3.5% per year.

## Section 3. Duration.

This Agreement shall be in effect from February 1, 2005. The term of this Agreement shall extend to December 31, 2005, 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.

The COUNTY shall provide the TOWN detailed quarterly reports of the number of cases handled, including cases prosecuted and cases for which prosecution was declined following review by the COUNTY. The quarterly reports will indicate defendant name, case number, and case type. The first





report shall be provided on April 15, 2005, and will be provided every three months thereafter. The report shall constitute an invoice for the TOWN, to be paid according to section 2.3.

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Section 8. Non-Exclusive

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

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ISLAND COUNTY AUDITOR

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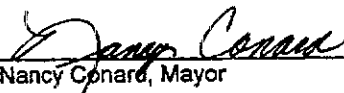
Section 16. Severability.

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, the COUNTY and the TOWN have executed this Agreement by subscribing their names as follows:

SIGNED by the Town of Coupeville on Feb. 8, 2005

TOWN OF COUPEVILLE

  
Nancy Conard, Mayor

ATTEST:

  
TOWN CLERK



ISLAND COUNTY AUDITOR

AGR

SIGNED by the County of Island on FEBRUARY 28, 2005



BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

Mike Shelton, Chairman

Wm. L. McDowell, Member

William J. Byrd, Member

ATTEST:

Elaine Marlow  
CLERK OF THE BOARD

SIGNED by the Island County Prosecuting Attorney on

2/16/05

Gregory M. Banks, Island County Prosecuting Attorney

