

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: P-1

DATE: January 8, 2009

SUBJECT: Presentation by Snohomish County Prosecutor,
Janice Ellis

CONTACT PERSON: Deborah Knight, City Administrator *D. Knight*

ISSUE:

Snohomish County Prosecutor, Janice Ellis will present information to the City Council regarding changes in the way the prosecutor's office will handle felony property crime cases involving \$1,000 or less.

Discussion Item D-1 provides an opportunity for the City Council to consider the information received from Ms. Ellis and give direction to staff following the presentation.

STAFF RECOMMENDATION:

1. Hear the presentation by County Prosecutor, Janice Ellis.
2. Ask questions regarding the impact to the City of Sultan of Ms. Ellis' decision to send property crime cases involving \$1,000 or less to city municipal courts.
3. Provide direction to staff under Discussion Item D-1 Prosecution Services.

SUMMARY:

County prosecutor Janice Ellis has notified the City of her decision to send property crime cases involving \$1,000 or less to city municipal courts next year to prosecute because of staff and budget cuts in the prosecutor's office (Attachment A)

As a result of budget cuts at Snohomish County, the prosecutor's office will focus on prosecuting the more serious crimes, such as those involving violence, felony drug cases and property crimes that involve large amounts of money, leaving smaller property crimes to the cities.

In addition to having to prosecute the cases, the city will also have to pay for the court costs to prosecute and housing prisoners convicted of these crimes, which

are felonies. Under state law, felonies are handled at the county and state level. In the past, Sultan's responsibility has been limited to misdemeanors. Sultan has not paid for prosecuting or jailing persons convicted of felonies.

In 2008, the City spent \$17,500 on prosecution with Snohomish County for misdemeanors through the Snohomish County Prosecutor's Office. The 2009 budget is \$24,000.

In order to estimate the impact of the prosecutor's decision on the 2009 budget, City staff have asked for an analysis of the number of felony cases in 2008 involving property crimes under \$1,000. The 2009 budget does not take into account prosecution costs and jail time for property crime cases involving \$1,000 or less.

The City's 2009 budget is based on misdemeanor cases only not additional felony cases. The City spent approximately \$130,000 in jail fees in 2008. The 2009 budget is \$120,000.

BACKGROUND:

The criminal division of the prosecuting attorney's office is responsible for prosecuting all adult and juvenile felony cases referred by county law enforcement agencies, and all misdemeanor and gross misdemeanor cases referred by the county sheriff, the state patrol, all state agencies, and some cities who have contracted with the county for misdemeanor prosecution services.

The office provides a pre-prosecution diversion program which holds selected first-time offenders accountable for their offenses while avoiding the costs of case filing, court, and incarceration.

The office maintains a victim/witness unit which provides advocacy services for crime victims and facilitates the testimony of crime victims.

Additionally, the office litigates issues regarding child support in cases referred by the State Department of Social and Health Services, Division of Child Support.

The civil division serves as the legal advisor to all county departments and agencies and defends or prosecutes civil cases on behalf of county government.

Criminal Division

The criminal division is the largest division in the Snohomish County Prosecutor's Office and is organized into several different units:

Felony - The felony unit processes all adult felony referrals from county law enforcement agencies in both the incorporated and unincorporated areas.

Case files are prepared from these referrals and routed to the appropriate felony unit: Non-Violent Crimes, Violent Crimes, Drugs, or Special Assault (for child abuse cases and adult sexual offenses).

Cases are reviewed by a Deputy Prosecuting Attorney who determines whether:

- 1) Additional law enforcement investigation is required
- 2) The case should be referred to Pre-Prosecution Diversion
- 3) The case should be declined as legally insufficient
- 4) Felony charges should be filed. If charges are filed, the case proceeds through arraignment, trial (unless a plea agreement is reached first), and sentencing

Further case work may be required if an appeal is filed or the defendant commits a probation violation.

Misdemeanor - The prosecutor's district court unit processes all misdemeanor and gross misdemeanor cases referred by the county sheriff, the state patrol, all state agencies, and the City of Sultan which has contracted with the county for misdemeanor prosecution services.

Sultan's misdemeanor cases are processed through the Evergreen District Court.

Juvenile - The juvenile unit processes all law enforcement referrals, both felony and misdemeanor, within the incorporated and unincorporated areas of Snohomish County for offenders under 18 years of age.

FISCAL IMPACT:

Prosecution

In 2008, the City budgeted \$24,000 and spent approximately \$17,500 on prosecution for misdemeanor offenses. The county prosecutor's office handled misdemeanor cases on behalf of the City of Sultan.

In 2009, the city budgeted \$24,000 for prosecution services through the county. In 2009, the city will pay Snohomish County to prosecute felony property crime cases involving \$1,000 or less. The estimated fiscal impact is unknown at the time of this report, but may be provided by Ms. Ellis during her presentation.

Court

In 2008, the city budgeted \$20,400 for court costs on misdemeanor cases and spent approximately \$17,300. In 2009, the city budgeted \$20,400.

Jail

In 2008, the city budgeted \$100,000 for jailing misdemeanor cases. The city spent \$129,000. In 2009, the city budgeted \$120,000 for jail fees.

RECOMMENDED ACTION:

1. Hear the presentation by County Prosecutor, Janice Ellis.
2. Ask questions regarding the impact to the City of Sultan of Ms. Ellis' decision to send property crime cases involving \$1,000 or less to city municipal courts.
3. Provide direction to staff under Discussion Item D-1 Prosecution Services

ATTACHMENTS:

- A – Letter dated November 24, 2008 from Janice Ellis
- B – Letter dated December 5, 2008 for district court fees
- C – Letter dated August 11, 2008 for jail service fees
- D – Interlocal Agreement for Misdemeanor Prosecution Services



**Snohomish County
Prosecuting Attorney
Janice E. Ellis**

Administration
Robert G. Lenz, Operations Manager
Robert J. Drewel Bldg., 7th Floor; M/S 504
3000 Rockefeller Ave
Everett, WA 98201-4060
(425) 388-3772
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MEMORANDUM

TO: All City Prosecutors, Police Chiefs & Sheriff Lovick

FROM: Janice E. Ellis, ~~Prosecuting Attorney~~

DATE: November 24, 2008

RE: Expedited & Property Crime Cases

Today, the County Council adopted Snohomish County's 2009 budget. As you are undoubtedly aware, the County has experienced a precipitous drop in general fund revenues (as of September 30, 2008, the County is 16 million dollars short of this year's budget projections; the shortfall is expected to reach 21 million dollars by the end of the year). Accordingly, significant staff and resource reductions are occurring throughout the County. For example, the Criminal Division of my office will be reduced by a minimum of four attorneys over the next month. Two additional attorney positions may also be eliminated and two more have recently been re-deployed to new grant funded positions (the Auto Theft Task Force and a position to prosecute failure to register as sex offender cases).

To manage the impact these layoffs and other adjustments will have on our capacity to review, charge and try felony cases, I have authorized amendments to our Charging & Disposition Standards for certain Class C felonies. The changes will both increase the number of cases we resolve through our expedited program and ask law enforcement agencies to refer property crime cases with a value under \$1,000 to the responsible city prosecutor. Because I may need to further reduce the staff in the Criminal Division before the end of the year, I may be required to further amend our expedited standards beyond the changes outlined in this memo. I do not expect to have to increase the value of the property crime cases that I will ask police agencies to refer directly to city prosecutors.

Expedited Standards. Effective January 1, 2009, my office will offer more felony drug offenders the opportunity to resolve possession of relatively low amounts of controlled substances as gross misdemeanors than we have in the past. As of January 1, 2009, these drug offenders will be given an expedited offer, unless they have already received two expedited or alternative dispositions on felonies in the past year, or three expedited or alternative dispositions on felonies in their lifetime. We are maintaining a stricter charging standard for possession of oxycodone than for possession of other controlled

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Civil Division
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(425) 388-6330
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Family Support Division
Marie Turk, Chief Deputy
Robert J. Drewel Bldg., 6th Floor
(425) 388-7280
Fax (425) 388-7295

substances in pill form, due to its high street market value and the devastating effect this particular substance is having on our community. As in the past, we will continue to offer some felony property offenders the opportunity to resolve their crimes as gross misdemeanors, provided they have not had a felony conviction or more than three misdemeanor convictions in the past five years. We do reserve the right to withhold expedited offers from offenders when that is in the best interests of justice. An updated list of the crimes eligible for an expedited resolution and the various restrictions on an offender's eligibility are attached below.

Property Crime Cases. I will ask all law enforcement agencies, effective January 1, 2009, to refer all property crime cases with a value of \$1,000 or less to the responsible city prosecutor. If the crime occurred in unincorporated Snohomish County, then I will ask that the matter be referred to my office. We will prosecute these cases as misdemeanors in the District Courts. Affected crimes include theft (except theft from a person), theft of rental/leased property, organized retail theft, forgery, possession of stolen property (except motor vehicles and firearms), unlawful issuance of bank checks, trafficking in stolen property, insurance/welfare/housing fraud, money laundering, malicious mischief, and burglary of a retail establishment when based on a previously trespassed shoplifter. Also included are theft of/possession of less than three stolen access devices and identity theft with less than three victims, unless there is evidence of manufacturing, a vulnerable victim, or the access device/personal identification was taken in a residential burglary, robbery or theft from a person. As with our expedited cases, we reserve the right to accept a property case with a value of \$1,000 or less for felony prosecution, when it is in the best interests of justice to do so. The investigating officer should call us first and obtain a Lead DPA's approval before referring a case that would ordinarily be referred to the city prosecutor.

The threshold for felony theft was set at \$250 thirty-three years ago, in 1975. Since that time, it has not been adjusted for inflation. According to the U.S. Bureau of Labor Statistics inflation calculator, \$250 in 1975 had the same buying power as \$1,017 does in 2008. This illustrates the sound policy arguments that support changing state law to increase the value of property lost or damaged through criminal behavior to the values I am adopting at this time.

However, I have not made this decision to adjust our filing standards for inflation. Rather, beginning January 1, 2009, my office will no longer have sufficient resources to effectively prosecute these crimes as felonies or as expedited. Our reduced capacity to manage these cases is a direct result of the significant staff reductions required by the 2009 county budget. There is one silver lining to this decision: offenders may be held more accountable through courts of limited jurisdiction because municipal and district court judges are not constrained by the Sentencing Reform Act to sentence individuals within a certain presumptive range. Thus, this decision has the potential to increase community safety and community accountability.

Conclusion. I am making these changes after considerable analysis and deliberation. Neither change is welcome. In better budget times, I would not consider expanding our expedited program or deferring property crime cases to city prosecutors. However, I will significantly reduce the number of attorneys dedicated to non-violent property and drug crimes over the next two months and may have to make similar staff reductions in 2009. We simply cannot manage the same volume of criminal cases that we have in the past without implementing the changes outlined in this memo.

I have discussed these changes with some of you by phone and in person. I recognize this may adversely impact cities. To that end, I will attempt to determine the likely number of cases your city prosecutors will be asked to manage. I will also be happy to meet with your city council, mayor, or city manager to address their concerns. If you or your staff would like to speak with me directly, or have additional questions or issues you would like to discuss, please contact me at any time. I will be happy to respond to your concerns.

cc: Joan Cavagnaro, Chief Criminal Deputy

EXPEDITED CRIMES as of January 1, 2009

A. Eligible Non-Drug Offenses

1. Taking a Motor Vehicle when the vehicle was abandoned within 24 hours of theft, when no stripping or substantial damage occurred (whether by defendant or any intervening actor), and when there is no evidence of intent to permanently deprive.
2. Vehicle prowling in the first degree or burglary of a fenced area, open garage or carport, unless property in excess of \$1000.00 value is taken or damaged, or when entry into the vehicle, fenced area, open garage or carport was for a purpose other than theft.

B. Non-Drug Offenders Who Are Eligible

To be eligible for an expedited offer on a non-drug charge listed above, an offender must meet the criteria below.

1. No prior adult or juvenile felony convictions within five years from the commission of the current offense; and
2. No more than three misdemeanor convictions within five years from the commission of the current offense (NVOL, DWLS 3, and MIP shall not be counted); and
3. No other pending charged felony or uncharged felony for which there is probable cause; and
4. Never participated in a Diversion Program or in Drug Court on a felony; and
5. Never entered a guilty plea to an expedited crime.

C. Eligible Drug Offenses

1. Possession of less than 100 grams (dry weight) of marijuana, including leaf and stems, or fewer than 12 plants, even if there is evidence of intent to deliver.
2. Possession of 100 to 250 grams (dry weight) of marijuana, including leaf and stems, or personal use amounts of psilocyn or psilocybin, when there is insufficient reliable evidence of dealing.
3. Prescription forgery or fraud, when there is insufficient reliable evidence of dealing.
4. Possession of 1.0 gram or less, without packaging of any controlled substances such as heroin, cocaine, methamphetamine, MDMA ("ecstasy"), and other narcotics or dangerous drugs, when there is insufficient reliable evidence of dealing.
5. Possession of 1 to 25 tablets or capsules of unlawfully possessed prescription drugs (except oxycodone), regardless of weight or percentage of content, when there is insufficient reliable evidence of dealing.
6. Possession of 10 pills or less of oxycodone (brand name Oxycontin), when there is insufficient reliable evidence of dealing.

D. Drug Offenders Who are Eligible

To be eligible for an expedited offer on a drug charge, an offender must also meet the criteria below.

1. No other pending charged felony or uncharged felony for which there is probable cause; and
2. No more than two previous felonies expedited to misdemeanor dispositions or disposed through Drug Court or a Diversion program within one year from the instant offense; and
3. No more than three previous felonies expedited to misdemeanor dispositions or disposed through Drug Court or a Diversion program.



Snohomish County
Executive's Office

Aaron Reardon
County Executive

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M/S #407
3000 Rockefeller Avenue
Everett, WA 98201-4046

December 5, 2008

The Honorable Carolyn Eslick
319 Main Street
Sultan, WA 98294

Dear Mayor Eslick:

The interlocal agreement between Snohomish County and the City of Sultan establishing district court filing fees for infraction and criminal misdemeanor actions provides for an annual adjustment of the filing fee amounts.

Section 2.1 of that interlocal outlines how the annual adjustment is calculated. From June 2007 to June 2008, CPI-W increased 6.185%. Council approval of the 2009 cost of living adjustment for staff is pending. The 2009 filing fee for infractions is \$35.89 – the 2008 fee (\$34.68) increased by 3.5% (\$1.21). The 2009 filing fee for criminal misdemeanors is \$98.00 – the 2008 fee (\$88.89) increased by the 3.5% cost of living adjustment (\$3.11) and further increased by six dollars (\$6.00).

Using these calculations, the 2009 district court filing fees are as follows:

Case Type	2008 Rate	2009 Cost of Living Portion of Annual Fee Adjustment (Cannot Exceed 3.5%)	Additional Annual Adjustments Per Contract	Rate for 2009
Infractions	\$34.68	\$1.21	--	\$35.89
Misdemeanors	\$88.89	\$3.11	\$6.00	\$98.00

Please consider this letter as formal notice of the district court filing fees for 2009. If you have any questions or concerns, please contact Laura Caster, Snohomish County Executive Management Analyst, at (425) 388-3223.

Sincerely,

Aaron Reardon
County Executive

cc: City Administrator, City of Sultan
Deanna Dawson, Executive Director, Snohomish County Executive Office
Steven Brown, Snohomish County District Court Director

B-1

AUG 14 2008



Aaron Reardon
County Executive

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M/S #509
3000 Rockefeller Avenue
Everett, WA 98201-4046

August 11, 2008

Ms. Laura Koenig
City Clerk, City of Sultan
P.O. Box 1199
Sultan, WA 98294

Dear Ms. Koenig:

The purpose of this letter is to inform you of the 2009 jail services booking and daily maintenance fees. Per the contract, fees increase annually by a rate equal to 90 percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year (June 2007 – June 2008 for the purposes of this letter). Additionally, there is a percentage increase ceiling of two and one quarter percent (2.25%).

For this time period the Consumer Price Index is 6.185 percent, 90 percent of which is 5.567 percent. Since this figure exceeds the two and one quarter percent (2.25%) maximum increase specified in the contract, the 2007 increase rate is two and one quarter percent (2.25%). Therefore, the new 2007 rates and the increase amounts are as follows:

	2008	2009	Change
Booking Fee	\$90.72	\$92.76	\$2.04
Daily Maintenance Fee	\$59.77	\$61.11	\$1.34

These new billing rates will go into effect with the January 2009 billing.

The Snohomish County Department of Corrections is pleased to have you as a customer for secure jail services. We are committed to working with all interested parties to efficiently utilize our 24-hour secure jail capacity to help meet your needs for the secure jail services.

Again, I would like to thank you for your participation in this jail services agreement. The Snohomish County Department of Corrections is proud to provide the quality and level of secure jail services that you require. We look forward to continuing to partner with you to help ensure the safety and security of the citizens in your community. Having said that, please recall that the contract expires on December 31, 2009. For your reference, I have included an excerpt from the contract below:

Section 4. Term

This agreement shall be in effect from the later of January 1, 2005 or the actual date that the CITY's signed copy of this agreement is received by the COUNTY and shall continue until

December 31, 2009, or until terminated by either party in accordance with Section 5, PROVIDED that the COUNTY'S obligations are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter. Upon signature, this Agreement shall supersede all previous contracts and agreements between the parties relating to the Jail and jail services.

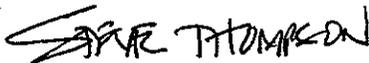
Accordingly, I believe it would be in our mutual interests to reconvene a group to negotiate a successor agreement. When we negotiated the current contract in 2004, the County team was made up representatives from the Executive's Office, Finance and Corrections and was limited to 5-7 members. Similarly the City team was comprised 5-7 members who represented large, medium and small cities from different geographic areas of the county, as well as cities that operated jails.

The City team was determined by the cities and included representatives from Edmonds, Everett, Lynnwood, Marysville, Mill Creek and Mountlake Terrace. We started negotiations in June of 2004 and most City Council's approved their individual contracts in early 2005. We made a number of significant changes during that process, and while it may be too early to speculate on what the scope of our collective interests might be in regards to the future, I recommend that just to be on the safe side, we assume we may need another 6-7 months this time as well to successfully negotiate a successor agreement.

I will defer to the Executive Office and the Association of Snohomish County Cities and Towns to consider and approve of an approach and schedule for bargaining a new contract. Corrections staff will be available and responsive to whatever schedule is determined – including a start later this year if the cities so desire.

If you have any questions regarding the fees noted above or the billing process, please contact Mark Baird, Chief of Administration at 425-388-3962 or by e-mail at mark.baird@snoco.org. If you have any questions or concerns related to future contract negotiations please contact me directly at 425-388-3616 or by e-mail at steve.thompson@snoco.org.

Sincerely,



Steve Thompson
Director

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 SULTAN (hereinafter referred to as the CITY), a municipal corporation of the State of Washington.

WHEREAS, Chapter 308, Laws of 1996 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 agree as follows:

Section 1. Prosecution Services.

1.1 The COUNTY, through the county Prosecuting Attorney, will provide the 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, 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. 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 Snohomish County:

- (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 county Prosecuting Attorney for a charging decision;
- (e) prosecution of those cases referred to the county Prosecuting Attorney for a charging decision when the Prosecuting Attorney issues charges.
- (f) prosecution of misdemeanors under CITY ordinances that are mutually agreed to by the CITY and the COUNTY on a case by case basis.

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:

- (a) prosecution of DUI cases - \$125.00 per case;

- (b) prosecution of domestic violence cases - \$125.00 per case;
- (c) prosecution of other misdemeanor or gross misdemeanor cases - \$50.00 per case;
- (d) case review of misdemeanor or gross misdemeanor cases when no charges are issued - \$50.00 per case.

No compensation shall be provided to the COUNTY for cases which are resolved by a guilty plea made at the time of arraignment.

2.2 The calculation for the compensation paid by the CITY shall be based upon the number of cases prosecuted and reviewed for the previous reporting period.

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.

Each quarterly payment shall be determined by multiplying the appropriate rate set forth in paragraph 2.1 times the number of cases for each case type reported for the billing period.

2.4 Rate Adjustments.

- (a) The rates in paragraph 2.1 for 1997 and 1998 are based on the rate of increase reported in the July 1996 to June 1997 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 1998, 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 or the cost of living increase rate 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 next year, whichever is lower. 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 January 1, 1997. The term of this agreement shall extend to December 31, 1999, 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, 1998 are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

Section 4. Termination.

This agreement may be terminated at the end of any contract year after 1999 provided that not later than September 1 of the contract year prior to termination, written notice of termination is given to the other party by the party wishing to terminate.

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. Notification Of Prosecutor Rotations Or Changes In Prosecutorial Standards.

The COUNTY will provide at least 48 hours notice to the CITY when a deputy prosecutor is reassigned within the district court unit of the Prosecuting Attorney's Office. The COUNTY will also notify the CITY at least one week in advance of any changes to prosecutorial standards adopted at the time this agreement is executed.

Section 7. Training.

The COUNTY, through the Prosecuting Attorney, will provide training for CITY police officers annually at a mutually agreeable time. This training shall include but is not limited to 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 paragraph 2 shall be deemed to include the cost of training.

Section 8. Annual Policy Review.

The parties agree to conduct an annual review of policy issues which 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 15.

Section 9. 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 for any work performed prior to the date of transfer of cases subject to the terms of this agreement. Case transfers shall be made only after written notice by the Chief of Police to the Chief Criminal Deputy is received.

Section 10. 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, electeds or appointed officials, employees or agents.

Section 11. 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 12. Administration.

The CITY and the COUNTY shall each designate representatives for the purpose of administering this contract, 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 13. 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 14. Property.

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

Section 15. 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 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 SULTAN

ROBERT J. DREWEL Date
COUNTY EXECUTIVE

 8/19/98

BOB BROUGHTON Date
MAYOR

ATTEST:

Date

APPROVED AS TO FORM:

 8/18/98

DEPUTY PROSECUTING ATTORNEY Date

Snohomish County Prosecuting Attorney
3000 Rockefeller Avenue, MS 504
Everett, WA 98201

RECEIVED
OCT 21 2008

INVOICE
October 20, 2008

BY:.....

AGENCY	City of Sultan Accounts Payable PO Box 1199 Sultan, WA 98294
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Invoice No. 2008-3 SUL

Misdemeanor Prosecution Services for the Period 7-1-2008 through 9-30-2008

Charged Domestic Violence and Driving Under the Influence Cases:

(case types DVA, DVC, and DWI with status CCH on attached report)
Rate: \$160.42 per case

Number of cases: 11
Amount Due at \$160.42 per case: \$1,764.62

Declined Domestic Violence and Driving Under the Influence Cases + All Other Cases:

(DVA, DVC, and DWI cases with Status CDx + all other case types on attached report)
Rate: \$64.17 per case

Number of cases: 24
Amount Due at \$64.17 per case: \$1,540.08

Total Amount Due: \$3,304.70

