

**AGREEMENT FOR MISDEMEANOR AND GROSS MISDEMEANOR PROSECUTION,
INDIGENT DEFENSE, ADJUDICATION AND INCARCERATION COSTS**

THIS AGREEMENT is made by and between the CITY OF PULLMAN, a municipal corporation of the state of Washington, (hereinafter referred to as the "City") and WHITMAN COUNTY, a political subdivision of the state of Washington, (hereinafter referred to as the "County"),

RECITALS

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 law enforcement agencies, whether filed under state law or city ordinance, and must carry out these responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements under this chapter to provide these services"; and,

WHEREAS, the County has been providing prosecution, indigent defense, adjudication, sentencing and incarceration services to the City for misdemeanor and gross misdemeanor offenses committed by adults in Pullman and referred from the City to the County; and,

WHEREAS, the County and City concur that it is mutually advantageous to continue this arrangement for a five-year term, commencing January 1, 2008; now, therefore,

IT IS HEREBY AGREED as follows:

1. **TERM OF AGREEMENT.** This agreement shall be in effect from January 1, 2008 through December 31, 2012.
2. **SCOPE OF AGREEMENT.** This agreement covers all costs of the County for the provision of all services related to the prosecution, indigent defense, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in Pullman and referred from the City. The parties acknowledge the existence of a separate parking violations bureau established by the City pursuant to Ch. 3.46 RCW.
3. **PAYMENT FOR SERVICES AND METHOD FOR CALCULATION.** The City agrees to pay the County in quarterly installments as the cost of the County providing all services related to the prosecution, indigent defense, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in Pullman and referred from the City.
 - a. For contract year 2008, City agrees to pay a total annual cost of \$311,553. The 2008 contract cost is calculated based on the 2007 contract cost of \$301,600 plus 3.3 % which represents the 2007 May/June Seattle/Tacoma/Bremerton CPI-W.

- b. For contract years 2009 through 2012, annual increases will be calculated using the prior year's total contract cost plus a Consumer Price Index (CPI) increase based upon the May/June Seattle/Tacoma/Bremerton CPI-W with a minimum increase of 2% and a maximum increase of 4%.

4. **PRISONER MEDICAL EXPENSES.** The services covered herein do not include the direct provision of medical care to incarcerated persons. The City recognizes the current interpretation of state law as imposing on the City a limited separate obligation to pay for necessary medical expenses of City-arrested prisoners during pretrial incarceration where the expenses are not fully covered by the Department of Social and Health Services under RCW 74.09, the charge does not relate to escape from a state facility or a crime committed in a state facility, or the prisoner cannot afford to pay for the medical care. In such situations, City agrees to make direct payments to the medical providers for uncovered prisoner medical expenses or to reimburse the County where appropriate unless and until the applicable state law is interpreted differently by controlling authority. The County recognizes its obligation to pay for all medical expenses of a prisoner post-conviction.

5. **REPORTS.**

- a. After the close of each quarter of the calendar year, the County shall provide the City with the following case reports:
 - i. Pre-trial incarceration population by hours and days served per quarter;
 - ii. Post-trial incarceration population by days served per quarter;
 - iii. Non-traffic misdemeanor charges filed in district court;
 - iv. Traffic misdemeanor charges filed in district court;
 - v. Gross Misdemeanor charges filed in district court;
 - vi. Driving Under the Influence charges filed in district court;
 - vii. Contested Parking violations filed in district court;
 - viii. City Ordinance Infractions filed in district court;
- b. In addition to continuing to provide the current case reports, the County shall annually provide details to the City regarding the actual expenses and revenues associated with the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor cases initiated by Pullman law enforcement officials as contemplated by RCW 39.34.180. The County agrees

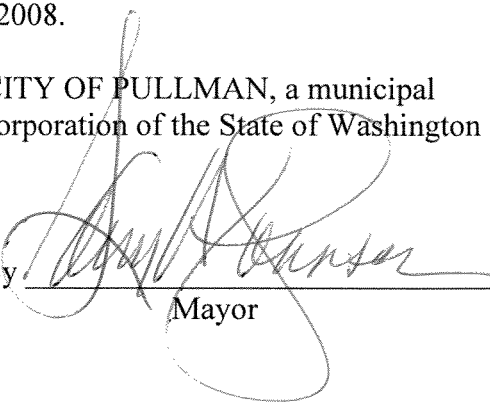
to provide this information to the City no later than November 15th of each contract year.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed on the dates indicated below to be effective as of January 1, 2008.

WHITMAN COUNTY, a political subdivision of the State of Washington

CITY OF PULLMAN, a municipal corporation of the State of Washington

By 
Commissioner

By 
Mayor

By 
Commissioner

By 
Commissioner

ATTEST:

ATTEST:


Finance Director/City Clerk


Clerk of the Board

Date: December 31, 2007

Date: December 12, 2007