

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION

NO.: 2012-083

**Authorizing Execution of Interlocal Agreement With Central Washington
University for prosecution in all CWU cases where seizure/forfeiture of assets would
be subject to RCW 69.50.**

WHEREAS, Ch. 39.34 RCW allows governmental entities to enter into interlocal agreements for the provision of governmental services; and,

WHEREAS, Kittitas County provides prosecution services; and,

WHEREAS, Central Washington University is in need of indefinite prosecution services handling cases where seizure and forfeiture of assets are involved ; and,

WHEREAS, The Kittitas County Prosecutor's Office has negotiated an agreement to provide said prosecution services; and,

WHEREAS, Said agreement meets the needs of the Central Washington University, has been approved by its legislative authority, and provides benefit for Kittitas County.

NOW, THEREFORE BE IT RESOLVED:

1. The Kittitas County Board of County Commissioners hereby approves entering into an interlocal agreement with Central Washington University substantially in the form attached hereto for the provision of prosecution services for cases involving seizure and forfeiture of assets as subject to RCW 69.50.

ADOPTED this 17th day of July 2012.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Alan Crankovich, Chairman



Obie OBrien, Vice-Chairman



Paul Jewell, Commissioner

ATTEST:
CLERK OF THE BOARD


Julie A. Kjorsvik

APPROVED AS TO FORM:


Gregory L. Zempel, Prosecuting Attorney
(WSBA#19125)

INTERLOCAL COOPERATIVE AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, Central Washington University (CWU) and Kittitas County (County) hereby agree to cooperative government resource sharing upon the following terms and conditions.

Whereas the Kittitas County Prosecuting Attorney's Office has specific staff experience in prosecuting civil asset seizure/forfeiture cases; and

Whereas the CWU requires prosecution services in cases where seizure/forfeiture of assets would be permitted subject to RCW 69.50;

Now therefore, the parties agree as follows:

- The Kittitas County Prosecutor's Office will provide CWU with prosecution services in all cases where seizure/forfeiture of assets would be subject to RCW 69.50.
- As compensation for such services, the CWU agrees to pay the Kittitas County Prosecuting Attorney's Office 20% of all cash or vehicle assets either seized or forfeited. Compensation shall be paid in all cases resulting in forfeiture regardless of whether such forfeiture was accomplished through civil action, or in the context of the criminal proceedings.
- Compensation for cases where cash assets exceed \$25,000 will be separately negotiated.
- Compensation for cases where assets other than cash are seized or forfeited will be separately negotiated.
- This agreement shall continue in force until canceled by either party. Either party may cancel this agreement, without cause, by providing 30 days written notice. The Prosecuting Attorney shall have the sole discretion to prosecute such actions based upon the facts of a given case and the current status of the law. In no case shall a forfeiture action be allowed to jeopardize accountability for criminal conduct and successful criminal prosecution shall be the first priority. Similarly, forfeiture or the threat of forfeiture, will not be motivated by financial consideration, nor shall such actions be a substitute for criminal prosecution. However, there may be cases where criminal prosecution is not possible due to legal rulings or witness problems. Such issues shall not invalidate a forfeiture action if otherwise deemed legitimate by the Prosecuting Attorney, in his sole discretion.

A decision by the Prosecuting Attorney not to institute, proceed with or otherwise prosecute such civil action shall not give rise to claim for damages by CWU against County.

Notice shall be provided to :

On behalf of CWU:
Mike Luvera, Director
400 E. University Way
Ellensburg, WA 98926-7527

On behalf of Kittitas County
Gregory Zempel, Prosecuting Attorney
205 West 5th Avenue, Room 213
Ellensburg, WA 98926

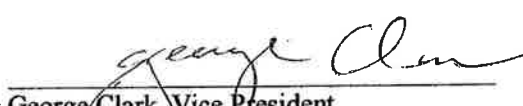
- Both parties shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or its agents. Accordingly, each party shall be held responsible for its sole negligence, and each party shall indemnify, defend, and hold the other party, including Officers, Employees, Agents, and Commissioners harmless from any loss which results therefrom.
- Pursuant to Chapter 39.34 RCW, filing of this Interlocal Agreement with the County Auditor shall be the responsibility of the Kittitas County Prosecuting Attorney's Office.
- No provisions of the Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.
- The parties will jointly develop an implementation manual with policies and procedures setting forth specific responsibilities and expectations of the parties' respective roles for such cases. Such manual shall not be subject to the provisions of bullet #8 of this Agreement, as the parties anticipate that such manual shall be a work in progress to be developed through trial and error, and modified by experience and case law.


IN WITNESS WHEREOF, the duly authorized representatives have executed this Agreement on the dates shown below:

CENTRAL WASHINGTON UNIVERSITY

KITTITAS COUNTY

BP
5/15/12



George Clark, Vice President
Business & Financial Affairs


Gregory L. Zempel
Kittitas County Prosecuting Attorney

DATE: 5/25/12

DATE: 6-1-12

Contract Administrator:


Mike Luvera, Director
Public Safety and Police Services

DATE: _____