

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

**RESOLUTION  
NO. 2025- 224**

**RESOLUTION TO AUTHORIZE EXECUTION OF AN INTERLOCAL AGREEMENT  
BETWEEN KITTITAS COUNTY AND THE CITY OF ELLENSBURG FOR  
PROSECUTION SERVICES**

**WHEREAS**, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate for mutual advantage; and

**WHEREAS**, the City of Ellensburg provides prosecution services for City cases, historically handled by a single Assistant City Attorney, with some coverage needs met by the Deputy Prosecuting Attorneys (DPA) of Kittitas County; and

**WHEREAS**, the Assistant City Attorney position has been vacant for several months and the City has had to rely on contract services from out-of-town attorneys and other short-term coverage arrangements; and

**WHEREAS**, Kittitas County has more than one criminal DPA assigned to its department, as well as employs victim witness advocates, and has systems, infrastructure, and technology in place to provide more robust prosecution services than is available to the City at this time; and

**WHEREAS**, the City and the County believe it's a better fit for the County to take over prosecution services for the City of Ellensburg, rather than outside firms or out-of-town lawyers; and

**WHEREAS**, the City and County have agreed to the terms, including payment for services, for providing such services were are detailed in the Interlocal Agreement that is attached hereto and hereby incorporated by this reference; and

**WHEREAS**, the Ellensburg Police Department fully supports this arrangement and expressed said support in a written letter to the Board of County Commissioners, and in earlier public study sessions with the Board; and

**WHEREAS**, the Board of County Commissioners find that it is in the best interest of the County, and all its citizens to enter the Interlocal Agreement.

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Kittitas County, Washington, authorizes execution of an Interlocal Agreement with the City of Ellensburg for Prosecution Services.

DATED this 18<sup>th</sup> day of November 2025, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON



Chair

**ABSENT**

Vice-Chair



Commissioner



  
Clerk of the Board

INTERLOCAL AGREEMENT  
Between THE KITTITAS COUNTY PROSECUTING ATTORNEY'S OFFICE  
And CITY OF ELLENSBURG for PROSECUTION SERVICES

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between Kittitas County, a municipal corporation of the State of Washington, through the Kittitas County Prosecuting Attorney's Office, hereinafter referred to as the "KCPAO" and the City of Ellensburg, a Washington Municipal Corporation, hereinafter referred to as the "City" for prosecution services.

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (RCW 39.34), and wish to enter into this Agreement pursuant to the provisions of said Act, which allows public agencies to cooperate on a basis of mutual advantage to provide services and facilities in an optimized manner to address the needs of local communities; and

WHEREAS, RCW 39.34.180 assigns the responsibility for prosecuting, adjudicating, sentencing, and incarcerating adult misdemeanor and gross misdemeanor offenders to the municipality in which the alleged offense occurred; and

WHEREAS, although RCW 39.34.180 does not expressly address infractions, the responsibility for prosecuting and adjudicating infraction cases occurring within the CITY remains with the CITY, which is authorized under RCW 39.34 to contract with another governmental entity to perform these functions;

WHEREAS, RCW 39.34.180 permits a municipality to enter into an agreement with another governmental entity to fulfill its statutory obligations for providing these services; and

WHEREAS, the governing body of each party to this Agreement has approved such party's involvement in the cooperative interlocal activities as described herein; and

WHEREAS, the parties desire to enter into an agreement that allows the KCPO to fulfill the statutory obligations of the City pursuant to RCW 39.34.180, by providing prosecution services for adult misdemeanor and gross misdemeanor offenses, as well as prosecution and adjudication services for infraction cases arising within the CITY; and

WHEREAS, it is mutually beneficial for the parties to enter into this Agreement at this time;

NOW, THEREFORE, KCPAO and the CITY hereby agree as follows:

1. Purpose. The purpose of this Agreement is to have the KCPAO fulfill the CITY's statutory obligations under RCW 39.34.180, as further detailed in this Agreement.
2. Term. This Agreement shall be in full force and effect January 1, 2026, and shall remain in effect until December 31, 2028, unless terminated sooner according to the provisions herein. Upon expiration of the initial term, this Agreement shall automatically renew for successive two-year

periods (beginning on January 1) unless either party provides written notice of its intent not to renew pursuant to the provisions of this Agreement.

3. Scope of Services. The KCPAO shall perform all necessary prosecution services for the CITY as more particularly described and detailed in Attachment "A" incorporated herein by reference.
4. Points of Contact. The parties' addresses and points of contact for any notices to be delivered under this Agreement are as follows:

KCPAO

Kittitas County Prosecutor's Office  
205 W 5<sup>th</sup> Ave, Suite 213  
Ellensburg, WA 98926

Greg Zempel  
Kittitas County Prosecuting Attorney  
prosecutor@co.kittitas.wa.us  
(509) 962-7520

CITY OF ELLENSBURG

City Hall  
501 North Anderson Street  
Ellensburg, WA 98926

Christopher Horner  
City Attorney  
hornerc@ellensburgwa.gov  
(509) 962-7259

5. Budget and Payment. The parties agree to a general cost sharing model where the City pays 100% of the cost of a legal assistant/victim witness position; and 85% of the cost of a deputy prosecutor position; and 10% for administrative costs. From January 1, 2026, until December 31, 2026, the CITY shall pay the KCPAO for work performed under this Agreement: \$22,012.67 per month (as detailed in Attachment "B" incorporated herein by reference), payable twice a year, in six month increments. The cost of all infrastructure, administrative support, administrative fees, and services, as well as standard overhead services necessary to comply with established standards, is included in this payment as detailed in Attachment "B."

The parties agree to meet no later than July 1, 2026, to review the status of the Agreement and to ensure the payment arrangement continues to provide KCPAO with fair and accurate compensation for the cost and value of services provided. In January of 2027, the parties will meet in good faith to negotiate and agree to the monthly payment for the rest of the term of the Agreement. The Ellensburg City Manager and Kittitas County Prosecuting Attorney, in or around both July of 2026 and January of 2027, are authorized to agree, in writing, to minor adjustments to the payment arrangement (not to exceed an aggregate total of \$75,000.00 or 10% of the original payment amount), without further action of their respective legislative authorities, and any such adjustments will become amendments to this Agreement.

6. Budget Adjustments for Renewal Terms. For each renewal term of this Agreement, the parties agree to engage in good faith discussions to review and negotiate the budget and related costs,

with a mutual understanding of the mutual efficiencies and benefits gained by entering into this Agreement.

The KCPAO shall submit a proposed updated budget to the CITY by May 31 of the year preceding the expiration of the current term to allow for budgeting purposes. Any changes to the budget for the renewal term must be mutually agreed upon in writing before the renewal becomes effective.

7. Administration. For the purposes of RCW 39.34.030(4)(a), the points of contact as listed in section 4. above shall be the administrators of this Agreement. No separate legal or administrative entity is created by this Agreement. No joint budget or financing method is created by this Agreement; each party will manage its own financing and budgeting processes hereunder. This Agreement will be posted online or filed with the county auditor as required by RCW 39.34.040.
8. Termination. Either party may terminate this Agreement by providing written notice at least one-hundred and twenty (120) days prior to the end of the then-current term. KCPO shall continue to prosecute CITY cases that were charged and/or filed prior to the termination date, but the CITY agrees to assume responsibility for the prosecution of all other CITY cases pending as of the termination date. Before the final day of the Agreement, KCPO shall coordinate with the CITY on transferring active cases back to the CITY.
9. Modification. The parties may modify the terms of this Agreement, including but not limited to provision of additional services, through one or more formal written amendments, signed by both parties.
10. Notices. Written notices required or permitted to be provided by one party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first class mail if simultaneous notice is provided by email. Notices given by a party shall be provided to the other party's point of contact as listed in Section 4. of this Agreement.
11. Insurance. Each party hereto shall at all times during the term of this Agreement maintain insurance coverage (or participate in a local government risk pool) adequate to cover its activities under this Agreement. A certificate of coverage indicating policy coverage shall be provided upon ratification of this agreement and annually thereafter. Any exclusions that may have an impact on services shall be communicated to the other party as soon as they are known.
12. Property. The parties do not anticipate acquiring jointly owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in

the possession of the other party shall be returned to the owner promptly upon completion of each task for which such personal property was utilized.

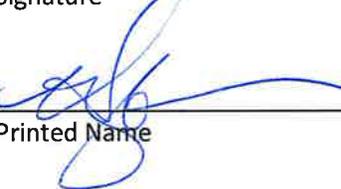
13. Records. Each party shall preserve and maintain its records regarding this Agreement in accordance with the Washington state records retention requirements. Such records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law. Each party will be responsible for requests for public records made to their respective agency.
14. Indemnification. Should a party receive a claim for damages, demand letter, Summons and Complaint, or other documentation evidencing a threat of litigation or request for monetary compensation, a copy will be forwarded to the other party within ten (10) business days.

Each party will be responsible for its own acts and/or omissions in its performance under this Agreement, and the acts and/or omissions of its employees, agents, officials, and registered volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other worker's compensation act, disability benefit act or other employee benefit act. Each party hereby expressly waives any immunity afforded by such acts to the extent required by its obligations to indemnify, defend and hold harmless the other party. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations of the parties are a material inducement to enter into this Agreement and have been mutually negotiated.

15. Independent Capacity. Each party to this Agreement shall act in an independent capacity and not as an agent or representative of the other party. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party, and shall not be considered for any purpose to be the employees or agents of the other party.
16. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

17. Waiver. The waiver by a party of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a signed writing by the party granting such waiver.
  
18. Disputes. In the event of a dispute between the parties relating to this Agreement, the parties agree to make a good faith attempt to resolve such dispute informally, prior to the commencement of any legal action or arbitration.
  
19. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
  
20. Force Majeure. In the event of a forced delay in performance by a party of its obligations under this Agreement, due to causes beyond that party's reasonable control, including but not limited to natural disasters, epidemics, embargoes, war, insurrection, riots, or strikes, such party's time for performance under this Agreement shall be extended for the period of the forced delay.
  
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied, relating to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

KITTITAS COUNTY	CITY OF ELLENSBURG
BOARD OF COUNTY COMMISSIONERS	
 _____ Chair <b>ABSENT</b>	 _____ Signature
_____ Vice-Chair  _____ Commissioner	 _____ Printed Name _____ City Manager _____ Title

Date: 11/18/25

Date: 11-20-2025



Attest:

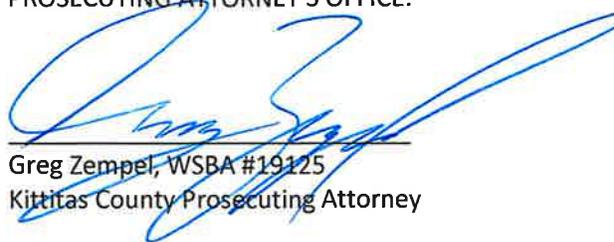
Clerk of the Board

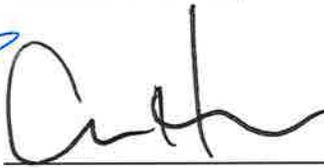
Attest:

City Clerk

KITTITAS COUNTY  
PROSECUTING ATTORNEY'S OFFICE:

Approved as to form:

  
Greg Zempel, WSBA #19125  
Kittitas County Prosecuting Attorney

  
Chris Horner, WSBA #42152  
Ellensburg City Attorney

## ATTACHMENT A

- A. The KCPAO shall assign a qualified employee to serve as the CITY's primary prosecutor in matters before the Lower Kittitas County District Court. This prosecutor will represent the CITY at all stages of criminal proceedings involving misdemeanors, gross misdemeanors, and contested infraction cases, whether charged under the Revised Code of Washington or the City of Ellensburg Municipal Code. These stages include, but are not limited to, bail hearings, arraignments, pre-trial conferences, motion hearings, bench trials, jury confirmation hearings, jury trials and post-conviction/post-trial motions including direct appeals, Behavioral Health Court, and civil forfeitures related to criminal prosecution cases. Additionally, the KCPAO will represent the CITY at contested infraction hearings pursuant to LIR 3.3(b).
- B. Regarding the investigation and civil prosecution and litigation of code enforcement cases, the parties may enter into a separate legal services agreement that would establish an hourly rate and a process for KCPAO to evaluate civil code enforcement cases submitted by the City to determine whether KCPAO would assume responsibility for handling those matters.
- C. The KCPAO shall represent the CITY in all RALJ appeals before the Kittitas County Superior Court, the Washington State Court of Appeals, and the Washington State Supreme Court. This representation includes preparing and submitting all necessary and timely briefs, as well as appearing at all court hearings related to the appeals.
- D. The KCPAO shall be responsible for providing all necessary legal support services to facilitate the prosecution of the CITY's cases. Such legal support includes administrative assistance as well as victim services in compliance with the requirements of RCW 7.69.
- E. The KCPAO shall be responsible for reviewing cases referred for prosecution by the Ellensburg Police Department. The KCPO will provide timely and appropriate communication with the police department regarding case investigations and ongoing prosecutions. Regular and timely coordination with law enforcement shall be maintained to assist with case development, identify and address police concerns and strategic objectives, prepare officers to testify in evidentiary hearings and trials, and offer feedback to officers and their supervisors concerning charging decisions and case outcomes. The KCPAO shall also regularly communicate with the Police Chief on criminal matters related to police investigations and charging decisions. In addition, the KCPAO shall provide periodic training sessions for the benefit of the police department. The CITY agrees to reimburse the KCPAO for the cost of any training materials provided to the police department.
- F. The KCPAO shall ensure that a prosecutor is available to law enforcement on an on-call basis for after-hours consultation. The on-call prosecutor shall be made available to Ellensburg Police Department officers through emergency dispatch. During regular business hours, prosecutors will be available by contacting the KCPAO office directly.

- G. The KCPAO shall have the sole authority to determine which of its employees will provide prosecution services under this Agreement. In the event that the assigned KCPAO employee has a conflict of interest in a particular case, the KCPAO will arrange for an alternative prosecutor to provide the necessary services. KCPAO will also arrange coverage for the city prosecution services within its employees when needed for schedule conflicts and leave of absences.
- H. The KCPAO agrees to promptly inform the CITY of any issues that may result in liability or have the potential to expose the CITY to legal or financial risk.
- I. In consultation with the Police Chief, KCPO shall maintain reasonable and appropriate data and statistics regarding prosecution and outcomes of CITY cases, and regularly provide such data and statistics to the CITY, for the purposes of transparency, accountability, and law enforcement administration. The parties agree there may be multiple ways to accomplish this, and will collaborate in good faith on a mutually acceptable option, which could include KCPAO providing the police department with a copy of the Judgment and Sentencing document or Order of Dismissal, for each CITY case, such that the police department can develop and maintain its own data and statistics.

**ATTACHMENT B**

<u>Position</u>	<u>2026 Monthly Wage</u>	<u>2026 Salary</u>	<u>Total Benefits</u>	<u>2026 Total Cost</u>	<u>City %</u>	<u>2026 City Total</u>
Deputy Prosecutor	\$ 9,828.00	\$ 118,920.00	\$ 40,852.00	\$ 159,772.00	85%	\$ 135,806.20
Legal Secretary	5732	\$ 70,071.00	\$ 34,261.00	\$ 104,332.00	100%	\$ 104,332.00
			<b>Total Salary</b>	<b>\$ 264,104.00</b>		<b>\$ 240,138.20</b>
			<b>10% Admin</b>	<b>\$ 26,410.40</b>		<b>\$ 24,013.82</b>
			<b>Total Contract</b>	<b>\$ 290,514.40</b>		<b>\$ 264,152.02</b>