

ADDENDUM NO. 1

ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ALGONA AND THE CITY OF PACIFIC FOR MUNICIPAL COURT SERVICES AND FACILITIES

THIS ADDENDUM is made and entered into this 23rd day of July 2013, by and between the **CITY OF ALGONA**, a municipal corporation of the State of Washington operating as a non-charter optional code city (hereinafter referred to as "Algona"), and the **CITY OF PACIFIC**, a municipal corporation of the State of Washington operating as a non-charter optional code city (hereinafter referred to as "Pacific"), as an addendum to the Interlocal Agreement between the parties for Municipal Court Services and Facilities executed on the 23rd day of June, 2008.

WHEREAS, the parties hereto have heretofore contracted for Municipal Court Services and Facilities; and

WHEREAS, it is necessary to further define terms or duties; and

WHEREAS, certain agencies no longer exist; and

WHEREAS, it is also appropriate to clarify any scriveners' errors or unintentional omissions; and

WHEREAS, each of the parties appreciates that contracting for such services provides a number of mutually beneficial advantages, and in order to provide further advantages for each of the parties, they agree that the Agreement referred to above should be amended to further define or clarify terms as provided herein below.

NOW, THEREFORE, in consideration of the terms and provisions hereof, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, it is mutually agreed by and between Algona and Pacific as follows:

ITEM 1 REVISION TO SECTION 4.b.3: That Section 4.b.3 of the Interlocal Agreement is hereby amended to read as follows:

3. Electronic Home Detention. When appropriate, the Pacific / Algona Municipal Court Judge shall consider the use of electronic home detention programs or other alternative detention sentences for Algona defendants. The Pacific Municipal Court will provide any court monitoring probation services for Algona defendants or may refer defendants to a probation department contracting with the Pacific Municipal Court. However, Algona may elect to contract independently for probation services for Algona defendants. Actively reporting defendants will pay probation fees to the contracting agency; fees for EHM with transdermal alcohol monitoring (in lieu of continued custody) will be paid by Algona for cases in a pre-trial status, fees will be paid by the defendant for cases post-sentencing.

ITEM 2 REVISION TO SECTION 4.b.4: That Section 4.b.4 of the Interlocal Agreement is hereby amended to read as follows:

4. Supplies and Forms. The City of Pacific shall provide all court forms and paperwork necessary for processing municipal cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, warrants and general office supplies.

ITEM 3 REVISION TO SECTION 4.b.5: That Section 4.b.5 of the Interlocal Agreement is hereby amended to read as follows:

5. Language Interpretation. The City of Pacific shall arrange for all language interpretation services for Algona defendants, subject to section 4.c.11 below.

ITEM 4 REVISION TO SECTION 4.b.10: That Section 4.b.10 of the Interlocal Agreement is hereby amended to read as follows:

10. Screening Services. Either the municipal judge or a screener of the City of Pacific Municipal Court will provide screening services to determine whether an Algona defendant qualifies for public defense services following the applicable State or Federal guidelines.

ITEM 5 REVISION TO SECTION 4.b.11: That Section 4.b.11 of the Interlocal Agreement is hereby amended to read as follows:

11. Prisoner Transport. Pacific and Algona will be independently responsible for transporting prisoners housed in a contract jail, to and from the contract jail for all appearances in Algona Court.

ITEM 6 REVISION TO SECTION 4.c.5: That Section 4.c.5 of the Interlocal Agreement is hereby amended to read as follows:

5. Filing of Tickets. Criminal citations and infractions issued by Algona shall be filed with the Pacific Court within 5 business days after the violation or ticket issuance. If a person is booked in to a Jail facility, Algona Police must deliver personally, or via email or fax the police report to the Pacific Municipal Court no later than 9:00 AM the next day.

ITEM 7 REVISION TO SECTION 4.c.7: That Section 4.c.7 of the Interlocal Agreement is hereby amended to read as follows:

7. Jail Costs. Algona is responsible for incarceration arrangements for its defendants and the cost for such incarceration which may include EHM with transdermal alcohol monitoring as a jail alternative while awaiting trial.

ITEM 8 REVISION TO SECTION 4.c.9: That Section 4.c.9 of the Interlocal Agreement is hereby amended to read as follows:

9. Bailiff. Algona shall be responsible for providing bailiff (court security) services for Algona hearings.

ITEM 9 REVISION TO SECTION 4.c.11: That Section 4.c.11 of the Interlocal Agreement is hereby amended to read as follows:

11. Interpreter fees. Algona shall pay all fees and costs for interpreter's services for Algona defendants. Any recoupment received for interpreter fees as required by the Pacific Municipal Court Judge for Algona cases will be remitted to Algona.

ITEM 10 REVISION TO SECTION 5.b: That Section 5.b of the Interlocal Agreement is hereby amended to read as follows:

b. Distribution. Pacific shall retain 100% of the funds recouped as probation fees, which may include record check fees, mandatory insurance costs, time payment fees, deferred prosecution fees, and credit card convenience fees. Pacific shall retain fifty (50%) percent of all funds recouped as warrant fees. Pacific shall retain 100% of the funds recouped as jury fees. Pacific shall remit to Algona 100% of the funds recouped as indigent public defense costs, interpreter costs, and costs of incarceration. Except as may be otherwise provided herein, Pacific shall remit to Algona 100% of Local Court Revenues as defined below.

ITEM 11 REVISION TO SECTION 5.e: That Section 5.e of the Interlocal Agreement is hereby amended to read as follows:

e. Payment of State Assessments. Pacific shall pay on behalf of Algona all amounts due and owed to the State of Washington and King County relating to Algona Municipal Court cases filed at Pacific Municipal Court out of the gross court revenues received by the Pacific Municipal Court on Algona Municipal Court cases. Pacific assumes responsibility for making such payment to the State as an agent for Algona on a timely and accurate basis. As full compensation for providing this service to Algona, Pacific shall be entitled to retain any interest earned on these funds prior to payment to the State.

ITEM 12 REVISION TO SECTION 6: That Section 6 of the Interlocal Agreement is hereby amended to read as follows:

6. LOCAL COURT REVENUES DEFINED. Local Court Revenues include all fines, forfeited bail, penalties, recoupment of costs for incarceration, public defense, and interpreters and parking ticket payments derived from Algona filed cases after payment of any and all assessment required by state law. Local Court Revenues include all revenues defined above received by the Pacific Municipal Court as of opening of business on the Commencement Date. Local Court Revenues exclude: restitution or reimbursement to either Algona or an Algona criminal victim, or other restitution as may be awarded by a judge.

ITEM 13 REVISION TO SECTION 7: That Section 7 of the Interlocal Agreement is hereby amended to read as follows:

7. MONTHLY REPORTING. Pacific, no later than the fifth day of the month, will provide to Algona a monthly remittance report listing Algona cases filed and revenues received for all Algona cases for the preceding month on which fines and other Algona revenue is calculated in a format mutually agreed to by the parties.

ITEM 14 REVISION TO SECTION 8.a: That Section 8.a of the Interlocal Agreement is hereby amended to read as follows:

a. The Algona Municipal Court calendar shall be scheduled on the third Monday of each month and at such other times and dates as are agreed upon by the Parties and are compatible with the existing court calendars, the schedule of the judge and the schedule of the prosecutor and public defender. Matters heard on the regularly scheduled Algona Municipal Calendar shall be arraignments, pretrial hearings, motions, bench trials, review, revocation, and sentencing hearings. Jury trials and other hearings will be scheduled as needed.

ITEM 15 REVISION TO SECTION 8.b: That Section 8.b of the Interlocal Agreement is hereby amended to read as follows:

b. Release Hearings for Algona defendants may be held on other days consistent with the procedure for Pacific arraignment and release hearings.

ITEM 16 REVISION TO SECTION 10: That Section 10 of the Interlocal Agreement is hereby amended to read as follows:

10. SUBPOENAS. Pacific Municipal Court shall issue subpoenas for infractions as timely requested by pro se defendants. The court will issue subpoenas for witnesses identified by the pro se defendant. Issuance of all other subpoenas shall be the responsibility of the prosecutor or defense counsel.

ITEM 17 REVISION TO SECTION 11: That Section 11 of the Interlocal Agreement is hereby amended to read as follows:

11. DURATION. The initial term of this Agreement shall commence upon the Commencement Date and shall expire on December 31, ~~2018~~²⁰¹⁹, unless terminated earlier pursuant to Section 12 (Termination). Algona shall have an option to annually renew this Agreement for a maximum of five consecutive one-year terms by giving written notice to Pacific no less than 90 days prior to expiration of this Agreement or any renewal thereof. Said renewals shall be subject only to mutual agreement of the parties regarding the schedule of fees and compensation for court services.

ITEM 18 REMAINING TERMS UNCHANGED: That all other provisions of the Interlocal Agreement between the parties for Municipal Court Services and Facilities executed on the 23rd day of June 2008, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF ALGONA

By: [Signature]
Mayor Dave Hill

By: [Signature]
Chief of Police Buster McGehee

Approved as to form:

By: [Signature]
Kari Sand
Kenyon Disend, PLLC
City Attorney

CITY OF PACIFIC

By: [Signature]
Mayor Cy Sun in absence of Mayor Don
Mayor P. W. Tom

By: [Signature]
Chief of Police John Calkins

Approved as to form:

By: [Signature]
City Attorney Ken Luce