

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2019 -585

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN ADDENDUM TO AN INTERLOCAL
AGREEMENT WITH THE CITY OF ALGONA FOR PRISONER
TRANSPORTATION**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, authorizes local municipalities to enter into agreements with each other for jail and court services; and

WHEREAS the city of Pacific and the city of Algona have a long standing partnership relating to court security that is formalized in an interlocal agreement; and

WHEREAS the city of Pacific and the city of Algona recently updated that agreement and included electronic home monitoring as an alternative to incarceration for some non-violent lower risk offenders; and

WHEREAS the cities mutually wish to continue the partnership for court security and electronic home monitoring; and

WHEREAS the city of Pacific has a fully equipped prisoner transport van that has been used for prisoner transport related to court security and electronic home monitoring for both cities; and

WHEREAS both cities wish to authorize the continued use of this vehicle for prisoner transport and electronic home monitoring purposes; and

WHEREAS the attached addendum #3 to the interlocal agreement authorizes this continued use;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. Authorization. The Pacific City Council hereby authorizes the Mayor to execute Addendum #3 to the interlocal agreement with the city of Algona, authorizing the continued use of the prisoner transport van for the purposes set forth in the attached addendum #3 to the aforementioned interlocal agreement.

Section 2. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures hereon.

ADDENDUM NO. 3

ADDENDUM NO. 3 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ALGONA AND THE CITY OF PACIFIC FOR MUNICIPAL COURT SERVICES AND FACILITIES

THIS THIRD ADDENDUM is made and entered into this 11th day of March 2019, 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 a Third Addendum to the Interlocal Agreement between the parties for Municipal Court Services and Facilities executed on the 23rd day of June, 2008 ("Interlocal Agreement").

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

WHEREAS, the parties previously amended the Interlocal Agreement by the mutual execution of Addendum No. 1 on July 23, 2013 and Addendum No. 2 on Aug 13, 2018 in in order to expand and clarify the services and facilities provided under the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement, as previously amended, defines the parties' respective rights and responsibilities regarding access to and use and operation of the Pacific Municipal Court, including without limitation functions related to court security and Electronic Home Monitoring; and

WHEREAS, Pacific previously acquired a vehicle for use in transporting prisoners to and from the Pacific Municipal Court, and may in future acquire additional vehicles as either a replacement and/or a supplement thereto (each and collectively referred herein as "Prisoner Transport Van"); and

WHEREAS, the parties now mutually desire to further amend the Interlocal Agreement in order to define their respective rights and obligations with respect to the use, operation and maintenance of the Prisoner Transport Van; 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 Interlocal Agreement should be further amended as provided herein; and

WEHEREAS, the parties mutually acknowledge that the intergovernmental services contracted for herein are being compensated at their true and full value pursuant to RCW 43.09.210;

NOW, THEREFORE, in consideration of the terms and provisions hereof, and in exercise of the 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 1: That Section 1 of the Interlocal Agreement is hereby amended by the addition of the following sentence at the end of said section:

Court security services shall include without limitation prisoner transport to and from the Pacific Municipal Court through operation of the Prisoner Transport Van.

ITEM 2 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. Transportation of prisoners housed in a contract jail for appearances in Pacific Municipal Court shall be governed by Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full.

ITEM 3 EFFECT OF ADDENDUM: This Third Addendum is in addition to the Interlocal Agreement. Except as otherwise provided herein, the provisions of this Third Addendum modify, but do not supersede, the provisions of the Interlocal Agreement. Except as otherwise provided herein, each provision of the Interlocal Agreement, including any prior amendments thereof, shall continue in full force as if this Third Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in Interlocal Agreement.

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

CITY OF ALGONA

By: William Thomas
Mayor Dave Hill

By: Michael Sanford
Chief of Police Michael Sanford

Approved as to form:

By: J. Zachary Lell
J. Zachary Lell, City Attorney

CITY OF PACIFIC

By: Leanne Guier
Mayor Leanne Guier

By: Michael Sanford
Chief of Police

Approved as to form:

By: Kinnon Williams
Kinnon Williams, City Attorney

Exhibit B

Prisoner Transport

Recitals

Pacific previously acquired and owns a motor vehicle for the purpose of transporting prisoners to and from court appearances at the Pacific Municipal Court, identified as [2005 Chevrolet Express 3500, VIN 1GCHG335U051174745]

- A. and may in the future acquire one or more additional vehicles to replace and/or supplement the same (each and collectively "Prisoner Transport Van").
- B. In accordance with previous addenda to the Agreement, Algona has agreed to provide court security services for the Pacific Municipal Court.
- C. As a component of the court security services provided by Algona, the parties mutually desire that Algona's court security officers will operate the Prisoner Transport Van to transport both Algona prisoners and Pacific prisoners between the Pacific Municipal Court , the Electronic Home Monitoring Office and the contract jail where said prisoners are housed.
- D. The parties mutually desire to define their respective rights and responsibilities regarding this undertaking under the auspices of the parties' June 23, 2008 Interlocal Agreement, as amended.

Terms

1. **PRISONER TRANSPORT.** Algona prisoners and Pacific prisoners housed at a contract jail shall be transported to and from court appearances at the Pacific Municipal Court and/or the Electronic Home Monitoring Office using the Prisoner Transport Van. The Prisoner Transport Van shall be operated by one or more court security officers provided by Algona under this Agreement.
2. **COMPENSATION.** The parties mutually acknowledge that: (i) the Prisoner Transport Van will be utilized to transport an approximately equivalent number of Algona prisoners and Pacific prisoners; (ii) the Prisoner Transport Van will often be utilized to simultaneously transport Algona prisoners and Pacific prisoners; and (iii) the value provided by Algona to Pacific in operating the Prisoner Transport Van is approximately equivalent to the value provided by Pacific to Algona in availing for use, maintaining and insuring the Prisoner Transport Van. Based upon said acknowledgements, neither party shall be required to remit additional compensation to the other party in relation to the use and operation of the Prisoner Transport Van hereunder.
3. **INSURANCE.** Pacific shall procure and maintain insurance and/or risk pool coverage for the Prisoner Transport Van at all times relevant to this Agreement. The limits of such insurance or coverage shall be equivalent to that provided for all other vehicles owned by Pacific. Pacific shall provide proof of such insurance and/or risk pool coverage to Algona upon request.
4. **OWNERSHIP, USE AND RESPONSIBILITY FOR PRISONER TRANSPORT VAN.** The parties mutually acknowledge that Pacific is the sole record owner of the Prisoner Transport Van. Algona shall not use or allow the use of the Prisoner Transport Van for any reason other than the transport of Algona and Pacific prisoners to and from the Pacific Municipal Court and/or the Electronic Home Monitoring Office as provided in Section 1 without the express prior written permission of Pacific. Pacific shall be solely

responsible for all routine cleaning, maintenance and repair of the Prisoner Transport Van, and shall ensure that the Prisoner Transport Van is maintained in a safe, operable and legally compliant condition. Fuel expenses for the Prisoner Transport Van shall be shared equally by the parties.

5. DAMAGE TO PRISONER TRANSPORT VAN. Algona shall be responsible for any loss or damage to the Prisoner Transport Van while operating the same. Pacific shall be responsible for any loss or damage to the Prisoner Transport Van occurring at all other times.