

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

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into this 23rd day of June, 2008, 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"), collective Algona and Pacific are referred to as the "Parties".

WHEREAS, Algona and Pacific are optional code Cities and are authorized under Washington law (Ch. 3.50 RCW) to operate Municipal Courts, and

WHEREAS, RCW 39.34.180 provides that cities are responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and that Cities 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, Section 4, of Chapter 227, Laws of 2008, effective July 1, 2008, provides that cities may meet the responsibilities imposed pursuant to RCW 39.34.180 through an interlocal agreement with a hosting jurisdiction providing court services, and

WHEREAS, Section 5, of Chapter 227, Laws of 2008, effective July 1, 2008, amends RCW 3.50.020 by providing that a hosting jurisdiction shall have exclusive original criminal and other jurisdiction for all matters filed by a contracting city under the contracting city's ordinances, and

WHEREAS, Algona contracts for municipal court services and facilities with the City of Auburn and has given or will give notice of its intent to terminate this agreement effective as of the last day of the year of 2008, and

WHEREAS Pacific has previously created and currently operates a municipal court pursuant to chapter 3.50 RCW, and

WHEREAS Algona desires to contract with Pacific for the provision of extraterritorial municipal court services and facilities with such services to commence following termination of the Algona agreement with the City of Auburn, and

WHEREAS the Parties desire to enter into this Agreement for the provisioning of municipal court services and facilities by Pacific as the hosting jurisdiction to Algona as the contracting city; and

WHEREAS the Parties have considered the anticipated costs of services and anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state-authorized sales tax funding levied for criminal justice purposes;

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:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the processing of Algona criminal complaints and citations and civil and traffic infractions under the exclusive original jurisdiction of the Pacific Municipal Court, to set forth the fees to be paid by Algona for such services, and to enumerate the court services to be provided by Pacific as the hosting jurisdiction to Algona. It is the intent of the parties that Pacific act as the hosting jurisdiction to Algona as the contracting city in order that Algona may comply with its obligations pursuant to RCW 39.34.180 to adjudicate and prosecute criminal offenses and civil and traffic infractions arising from violations of the Algona Municipal Code within the jurisdictional boundaries of Algona. It is further the intent of the Parties that, for the term of this agreement, the Pacific Municipal Court shall have exclusive original jurisdiction over all criminal offenses and civil and traffic infractions arising from a violation(s) of the Algona Municipal Code as provided for pursuant to Section 5, of Chapter 227, Laws of 2008. In entering into this Interlocal Agreement for municipal court services, the Parties have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

2. ASSUMPTION OF JURISDICTION. The Parties understand that pursuant to Chapter 227, Laws of 2008, cities may, in lieu of establishing a municipal court pursuant to Chapter 3.50 RCW, enter into an interlocal municipal court services agreement with another city that has established such a municipal court. The Parties further understand that the hosting jurisdiction will thereby be conferred exclusive original jurisdiction over all criminal offenses and civil and traffic infractions arising from violations of ordinance of the contracting city and that such hosting jurisdiction will operate as the municipal court for the contracting city during the term of any such agreement. The Parties understand therefore, that the City of Algona is not required, under such circumstances to establish a municipal court pursuant to chapter 3.50 RCW or to appoint the Municipal Court Judge of the City of Pacific as the Municipal Court of the City of Algona. Algona shall by ordinance prior to the Commencement Date of this Agreement, terminate its designation of the Auburn Municipal Court as the Algona Municipal Court and, for purposes of chapter 3.50 RCW, designate the Pacific Municipal Court as having assumed exclusive original jurisdiction over violations of the Algona Municipal Code pursuant to this Agreement effective upon the Commencement Date. The effective date of the Pacific Municipal Court assuming exclusive original jurisdiction over violations of the Algona Municipal Code for the transaction of business shall be specified as the Commencement Date. A case filed in Pacific Municipal Court shall continue to be an Algona Municipal Court case, notwithstanding its filing in the Pacific Municipal Court. Cases filed and pending in Auburn Municipal Court acting as the Algona Municipal Court shall, upon the Commencement Date, come under the jurisdiction of the Pacific Municipal Court. Algona shall make arrangements with the Auburn Municipal Court to transfer all cases, and all records and files related thereto, that are pending in the Auburn Municipal Court upon the Commencement Date, to the Pacific Municipal Court for adjudication and disposition. Algona may, in cooperation with Pacific, seek an order from the Pacific Municipal Court assuming jurisdiction over all such matters then pending in Auburn Municipal Court..

3. COMMENCEMENT DATE. "Commencement Date" shall mean the next day following termination of the Interlocal Agreement for Municipal Court Services between Algona and the City of Auburn.

4. MUNICIPAL CASES AND MUNICIPAL COURT SERVICES. Commencing on the Commencement Date, Pacific shall provide timely and efficient court services in the Pacific Municipal Court for all municipal cases filed by Algona. Pacific shall provide court services to Algona at the same level and in the same manner as Pacific provides for the same type of cases originating in Pacific.

a. Municipal Cases. Municipal cases shall include all civil or traffic and other infraction actions, and criminal citations/complaints filed by Algona in the Pacific Municipal Court and all

preliminary in-custody hearings required for persons in custody and being held on a charge or charges for a violation or violations of the Algona Municipal Code for which a criminal complaint/citation has not yet been filed.

b. Municipal Court Services. The following court services shall be provided by Pacific under this Agreement:

1. Court Staff. Pacific shall provide court staff necessary to timely and efficiently process all criminal and civil citations filed by Algona. Pacific shall provide a level of service the same as that provided for Pacific cases and that which is necessary for the efficient processing of all municipal cases. By way of illustration and not by limitation, this "processing" shall include the issuance of all subpoenas, warrants, maintenance of court files for all municipal cases, case scheduling for all municipal cases, and processing of all fines and forfeitures for municipal cases. Processing shall also include filing, adjudication and penalty enforcement of all Algona cases filed, or to be filed, by Algona in Municipal Court, including, but not limited to, the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench and jury trials, sentencing, post-trial motions, the duties of municipal courts regarding appeals and all local court services imposed by state statute, court rule, Algona ordinance, or other regulation as now existing or hereinafter amended. The court staff shall utilize the Judicial Information System as appropriate for all municipal cases. Algona shall be responsible for discovery for all municipal cases.

2. Municipal Judge. Pacific shall appoint a qualified judge or judge *pro tem* who will preside over the Algona municipal cases. The Mayor of Algona shall provide input to the Mayor of Pacific in connection with the selection or reappointment of any municipal judge. .

3. Electronic Home Detention. When appropriate, the Pacific Municipal Court shall consider the use of electronic home detention programs and other alternative sentences for Algona defendants. The Pacific Municipal Judge will provide any court monitoring probation services for Algona defendants. However, Algona may elect to contract independently for probation services for Algona defendants.

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.

5. Language Interpretation. The City of Pacific shall ~~provide and pay~~ arrange for all language interpretation services for Algona defendants.

6. Jury Fees. Pacific shall provide jury administration services for Algona municipal cases.

7. Collection for Nonpayment. Pacific will, through the same collection process as is used for Pacific cases, collect all fines and fees past due for Algona cases.

9. Miscellaneous Equipment, Facility and Utility Costs. Pacific shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. The City of Pacific shall provide the use of the Pacific municipal courtroom, all office space necessary for the processing of municipal cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Pacific will be responsible for payment of all utility charges such as power, water, sewer, solid waste and telephone services for any portion of the facility or facilities utilized to process municipal cases.

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.

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

C. City of Algona duties:

1. Prosecution. Unless modified by separate written agreement, Algona shall be responsible for providing prosecution services for all misdemeanors and infractions that are filed on its behalf. Algona prosecution shall provide discovery for its cases.

2. Public Defender. Algona shall provide public defense services as needed for its cases and cover all public defense costs for indigent defendants who are charged with misdemeanors in its respective jurisdiction.

3. Municipal Judge. The filing fee is inclusive of the cost to Pacific of the Pacific Municipal Court Judge.

4. Issuance of Citations. Citations issued by Algona shall contain the applicable arraignment date in accordance with the Pacific arraignment calendar.

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 fax the police report to the Pacific Municipal Court no later than 6:00 AM the next day.

6. Warrants. Whenever Algona executes a warrant, Algona shall contact the Pacific Municipal Court and make a return on the warrant as soon as possible.

7. Jail Costs. Algona is responsible for incarceration arrangements for its defendants and the cost for such incarceration.

8. Appeals. In the event that Algona appeals a case, Algona will be charged the fee to file a notice of appeal and the costs for preparing and/or copying any tapes.

9. Bailiff. Algona shall be responsible for providing bailiff services for Algona hearings.

10. Money transport. Algona shall be responsible for providing security for the transport of any monies received on behalf of Algona at the Pacific Municipal Court and later transferred to the City of Algona.

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

12. Juror fees. Algona shall pay juror fees for Algona jury trials.

5. FEES/REMITTANCE.

a. Filing Fees. In consideration of the services and supplies enumerated above, a filing fee is set for every criminal citation or infraction filed with the Pacific Municipal Court of \$60.00 for a criminal citation and \$25.00 for an infraction.

b. Distribution. Pacific shall retain 100% of the funds recouped as probation 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 and costs of incarceration. Except as may be otherwise provided herein, Pacific shall remit to Algona 100% of Local Court Revenues as defined below.

c. Billing. Pacific shall bill Algona monthly for amounts due under this Agreement. Algona shall pay the amount due within 45 days of receipt. However, if Algona has a good faith dispute with the amount of the invoice, Algona shall pay the non-disputed amount within the time frame set forth in this section.

d. Adjustment of Filing Fees. Filing fees payable hereunder shall be subject to adjustment as follows:

1. Adjustment for Additional Duties. In the event that Pacific's duties under this Agreement are enlarged or increased due to local, state, or federal mandates, or new requirements from Algona, Pacific may increase the filing fees or add a supplemental monthly fee to Algona to cover the costs to Algona for the change. Pacific shall notify Algona in writing no less than 90 days prior to the effective date of the fee changes. Either party may request mediation as to the amount of this fee change. Algona shall timely pay the new fees from their effective date even if mediation is requested.

2. Annual Adjustment. Commencing in 2009 and annually thereafter during the term of this Agreement and any extensions thereof, the Parties shall meet on or before June 30 to review the cost of the services provided by Pacific and the filing fees to be paid by Algona to fairly compensate Pacific for such services. The Parties shall use best efforts to determine whether an adjustment of filing fees is warranted, and if so, the amount thereof. Filing fee adjustments agreed to pursuant to this process shall not require an amendment of this Agreement, but shall be confirmed in writing. If Pacific does not propose a filing fee adjustment prior to September 30, no increase for the next year shall be permitted. If Pacific does propose a filing fee adjustment, Algona may request formal negotiations by notifying Pacific within 15 days after receipt of the proposed filing fee adjustment. If negotiation does not resolve the issue by November 15, the issue of filing fee adjustment shall be subject to the mediation and arbitration provisions of section 18, Dispute Resolution. The existing filing fees shall remain in effect until the parties reach agreement as to the amount of filing fees or until mediation or arbitration is concluded.

e. Payment of State Assessments. Pacific shall pay on behalf of Algona all amounts due and owed to the State of Washington 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 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.

6. LOCAL COURT REVENUES DEFINED. Local Court Revenues include all fines, filing fees, forfeited bail, penalties, court cost recoupment 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.

7. MONTHLY REPORTING. Pacific no later than the fifth day of the month, will provide to Algona a monthly remittance report listing Algona cases filled 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.

8. ALGONA MUNICIPAL COURT CALENDAR.

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 pretrial hearings, motions, bench trials, review, revocation and sentencing hearings. Jury trials and other hearings will be scheduled as needed.

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

9. APPEARANCE BY ALGONA PROSECUTOR NOT REQUIRED FOR CERTAIN MATTERS.

The Algona prosecutor will not be required to be present for arraignments, release hearings, contested infraction hearings, or infraction mitigation hearings. In addition, defendants held in custody on Algona charges shall be brought before the Pacific municipal court judge for first appearances in accordance with state law and in the same manner as defendants held in custody on Pacific charges are so brought forth.

10. SUBPOENAS. Pacific Municipal Court shall issue subpoenas for infractions and as timely requested by pro se defendants. The court will use the witnesses identified by the police on either the back of the Algona citation or the police report. Issuance of all other subpoenas shall be the responsibility of the prosecutor or defense counsel.

11. DURATION. The initial term of this Agreement shall commence upon the Commencement Date and shall expire on December 31, 20____, 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.

12. TERMINATION OF AGREEMENT. Algona shall provide written notice of its intent to terminate this Agreement without cause not less 180 days prior to expiration of this agreement. Pacific shall provide written notice of its intent to terminate this Agreement not less than one hundred eighty (180) days prior to termination or expiration of this Agreement or any renewal thereof. In the event of termination of this Agreement or any extension thereof, the parties will work cooperatively to ensure the orderly transition of cases from Pacific municipal court to the new venue and to ensure compliance with RCW 3.50.805. If appropriate, this transition may involve compensation, on a case-by-case basis, for cases left "open" after termination of this Agreement and after transition to the new venue.

13. FINANCING. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

14. PROPERTY. This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

15. JOINT ADMINISTRATIVE BOARD. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the Mayor for Algona or his/her designee, and for Pacific, the Mayor for Pacific and Pacific municipal court judge.

16. ALGONA ORDINANCES, RULES AND REGULATIONS. In executing this Agreement, Pacific does not assume liability or responsibility for or in any way release Algona from any liability or responsibility which arises in whole or in part from the existence or effect of Algona ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Algona ordinance, rule, or regulation is at issue, Algona shall defend the same at its sole expense and if judgment is entered or damages are awarded against Algona, Pacific, or both, Algona shall satisfy the same, including all chargeable costs and attorneys' fees.

17. INDEMNIFICATION.

a. Pacific shall protect, indemnify and save harmless Algona, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Pacific, its officers, employees and agents in performing this Agreement.

b. Algona shall protect, defend, indemnify and save harmless Pacific, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omissions of Algona, its officers, employees or agents in performing this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement.

18. DISPUTE RESOLUTION. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the Mayors of each city and if unsuccessful, then the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

19. INDEPENDENT CONTRACTOR. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Algona an employee of Pacific, and vice versa, for any purpose, including without limitation, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW or any other rights or privileges according to either city's employees by virtue of their employment. At all times pertinent hereto, employees of Pacific are acting as Pacific employees and employees of Algona are acting as Algona employees.

20. NOTICES. All notices shall be in writing and sent or hand delivered to the parties at their addresses as follows:

CITY OF PACIFIC
The Honorable Mayor
**
Pacific, WA **

CITY OF ALGONA
The Honorable Mayor
**

21. RECORDING. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution

22. ASSIGNMENT. The rights, duties and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

23. NO THIRD PARTY RIGHTS. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any non-performance hereunder.

24. GENERAL PROVISIONS. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of either party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.


DATED the year and date set forth above.

CITY OF ALGONA


By: 
Mayor


By: 
Chief of Police

Approved as to form:

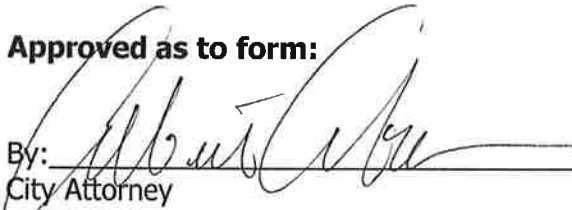
By: 
Christopher D. Bacha
Kenyon Disend, PLLC
City Attorney

CITY OF PACIFIC

By: 
Lt. Ed Mang
For Chief John CARROLLS
Mayor

By: 
Chief of Police

Approved as to form:

By: 
City Attorney

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 scribes' 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 Paul Tom

By: [Signature]
Chief of Police John Calkins

Approved as to form:

By: [Signature]
City Attorney Ken Luce

ADDENDUM NO. 2

ADDENDUM NO. 2 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ALGONA AND THE CITY OF PACIFIC FOR MUNICIPAL COURT SERVICES AND FACILITIES

THIS SECOND ADDENDUM is made and entered into this ____ day of ____, 2018, by and between the **CITY OF ALGONA**, a municipal corporation of the State of Washington operating as a noncharter optional code city (hereinafter referred to as "Algona"), and the **CITY OF PACIFIC**, a municipal corporation of the State of Washington operating as a noncharter optional code city (hereinafter referred to as "Pacific"), as a Second 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 thereto on July 23, 2013; and

WHEREAS, the parties now mutually desire to further amend the Interlocal Agreement in order to define and delegate to Algona the responsibility of providing court security services and Electronic Home Monitoring services, and to establish the invoicing and compensation framework therefor; 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

WHEREAS, 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:

It is also the purpose of this Agreement to define and delegate to Algona the responsibility of providing court security services and Electronic Home Monitoring (EHM) services for the Pacific Municipal Court, and to establish the invoicing and compensation framework therefor.

ITEM 2 REVISION TO SECTION 4.b.3: That Section 4.b.3 of the Interlocal Agreement is hereby amended to read as follows:

3. Alternative detention sentences. When appropriate, the Pacific Municipal Court judge shall consider the use of alternative detention sentences and pre-trial conditions, including without limitation EHM programs, for Algona defendants. The Pacific Municipal Court 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. Except as otherwise provided in this Agreement, actively reporting defendants will pay probation fees to the contracting agency; fees will be paid by the defendant for cases post-sentencing.

ITEM 3 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 both Algona hearings and Pacific hearings. Algona shall supply a total of two (2) Algona court security officers during the hours that the Pacific Municipal Court is in session, to provide such services. Pacific shall compensate Algona for such services at the rate of \$30.31 per hour for each court security officer. The Pacific Municipal Court may from time to time request additional Algona court security officers for particular court proceedings. Pacific shall compensate Algona for such additional services at the rate of \$50.00 per officer, per hour.

ITEM 4 REVISION TO SECTION 4.c: That Section 4.c of the Interlocal Agreement is hereby amended by the addition of a new Section 4.c.13 to read as follows:

13. Electronic Home Monitoring. Algona shall be responsible for providing Electronic Home Monitoring (EHM) services as set forth in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

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

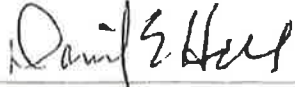
c. Billing. Services provided by each party under this Agreement shall be billed as follows:

1. Pacific shall bill Algona monthly for amounts due under this Agreement. Algona shall pay the amount due within 45 days of receipt. However, if Algona has a good faith dispute with the amount of the invoice, Algona shall pay the non-disputed amount within the time frame set forth in this section.
2. Algona shall bill Pacific monthly for amounts due under this Agreement. Pacific shall pay the amount due within 45 days of receipt. However, if Pacific has a good faith dispute with the amount of the invoice, Pacific shall pay the non-disputed amount within the time frame set forth in this section.

ITEM 6 EFFECT OF ADDENDUM. This Second Addendum is in addition to the Interlocal Agreement. Except as otherwise provided herein, the provisions of this Second 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 Second 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 Second Addendum as of the day and year first above written.

CITY OF ALGONA

By: 
Mayor Dave Hill

By: 
Chief of Police Michael Sanford

Approved as to form:

By: 
J. Zachary Lell, City Attorney

CITY OF PACIFIC

By: 
Mayor Leanne Guier

By: 
Chief of Police

Approved as to form:

By: 
Kinnon Williams, City Attorney

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.