

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

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:

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.

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2018-539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM NO. 2 TO THE INTERLOCAL AGREEMENT WITH THE CITY OF ALGONA REGARDING COURT SECURITY AND ELECTRONIC HOME MONITORING SERVICES.

WHEREAS, the City entered into an interlocal agreement with the City of Algona on June 23, 2008 for Municipal Court Services and Facilities, amended by mutual execution of Addendum No. 1 on July 23, 2013; and

WHEREAS, the City and Algona desire to further amend the interlocal agreement with regard to Algona providing certain electronic home monitoring services for Pacific Municipal Court;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. The City Council authorizes Mayor Guier to execute the attached Addendum No. 2 to the Interlocal Agreement between the City of Algona and the City of Pacific for Municipal Court Services and Facilities.

Section 2. This Resolution shall take effect and be in force immediately upon its passage.

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 13th DAY OF AUGUST 2018.

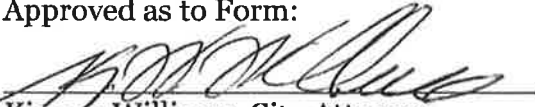
CITY OF PACIFIC


Leanne Guier, Mayor

ATTEST:


Amy Stevenson-Ness, City Clerk

Approved as to Form:


Kinnon Williams, City Attorney