

RESOLUTION 2017- 32

A RESOLUTION APPROVING FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE AND THE CITY OF TOPPENISH FOR MUNICIPAL COURT SERVICES

WHEREAS, the City of Sunnyside and the City of Toppenish, entered into an Interlocal Agreement for Municipal Court Services dated June 26, 2017, and

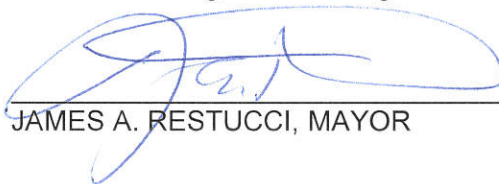
WHEREAS, both parties desire to amend the Agreement,

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

The First Amendment to Interlocal Agreement between the City of Sunnyside and the City of Toppenish for municipal court services is approved and the City Manager is authorized to execute said agreement on behalf of the City of Sunnyside.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Sunnyside City Council at a regular meeting held on December 11, 2017.



JAMES A. RESTUCCI, MAYOR

ATTEST



DEBORAH ESTRADA, CMC, CITY CLERK

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON AND
THE CITY OF TOPPENISH, WASHINGTON,
FOR MUNICIPAL COURT SERVICES**

WHEREAS, the City of Toppenish Washington, hereinafter referred to as "Toppenish", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", have entered into an Interlocal Agreement for Municipal Court Services, and the parties have agreed to amend their agreement to clarify that Toppenish shall provide its own public defender services, which will change the amount of monthly cost for services billed to Toppenish.

NOW THEREFORE, in consideration of the mutual promises and the mutual benefits to be derived hereby, it is agreed to amend Section 4, subsection 4 (2) and subsection 4 (C) of the above-described agreement as follows:

"4. MUNICIPAL COURT SERVICES

Sunnyside shall provide prosecution, adjudication and sentencing services through the Sunnyside Municipal Court and court interpreter services for Toppenish misdemeanor, gross misdemeanor and infraction cases filed by and on behalf of Toppenish in the Sunnyside Municipal Court and subject to the jurisdiction of the Sunnyside Municipal Court, subject to the following:

...

(2) Public Defender. All public defender services shall be the obligation of Toppenish. Further, Toppenish shall be solely responsible to pay any costs associated with all appeals arising out of any Toppenish case adjudicated by the Sunnyside Municipal Court.

...

C. Cost for Service. Toppenish shall pay a minimum monthly fee equivalent to five percent (5%) of the operational costs of the court, including all court staff, the judge, the prosecutor, and utilities, and excluding the cost of public defender services. Toppenish shall also pay a pro rata percentage of said costs equal to the percentage of Toppenish cases heard by the Sunnyside Municipal Court in that particular month. For example: if the Sunnyside Municipal Court hears 100 cases in a month and 10 of those are Toppenish cases, Toppenish will pay to Sunnyside fifteen percent (15%) of the total operating cost for the Sunnyside Municipal Court for that month, excluding the cost of Sunnyside public defender services. Sunnyside will invoice Toppenish monthly. The invoice will be an itemized statement of cases and total costs."

This amendment shall be retroactively effective October 1, 2017.

DATED this 28th day of November, 2017.

CITY OF SUNNYSIDE

By: _____
Don Day, City Manager

ATTEST:

Deborah Estrada, City Clerk

APPROVED AS TO FORM:

Kerr Law Group, PLLC
Attorneys for the City of Sunnyside

CITY OF TOPPENISH

By: Lance Hoyt
Lance Hoyt, City Manager

ATTEST:

Debbie Zabell
Debbie Zabell,
Finance Director/City Clerk

APPROVED AS TO FORM:

Gary M. Cuillier
Gary M. Cuillier, City Attorney