

**SECOND 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", on or about June 26, 2017, and again on November 28, 2017, have entered into an Interlocal Agreement for Municipal Court Services, and the parties have agreed to amend their agreement to clarify that Sunnyside will provide public defender services to Toppenish, and allow Toppenish to use the court for forfeiture and code enforcement hearings, 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), and to add a new subsection 4(E) 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 attendant public defender 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. The obligation of Sunnyside to provide public defender services does not extend to appeals arising out of any Toppenish case adjudicated by the Sunnyside Municipal Court, and Toppenish shall be solely responsible to pay any such costs associated with any appeal. Further, Toppenish shall assist Sunnyside as necessary to comply with indigent defense services

in accordance with the Standards for Indigent Defense (SID) and Certification and Compliance as approved by the Court by its Order of September 7, 2012 found at CrRLJ 3.1, and as may thereafter be amended. Toppenish's contribution to indigent defense services shall be limited to Toppenish cases.

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C. Cost for Service. Toppenish shall pay a minimum monthly fee equivalent to five percent (5%) of the operational costs and overhead of the court, including all court staff, the judge, the prosecutor, public defender, and utilities. 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. Sunnyside will invoice Toppenish monthly. The invoice will be an itemized statement of cases and total costs. It will also list the actual cost of all public defender services provided.

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E. Forfeiture Hearings and Hearings Examiner. Sunnyside agrees to allow Toppenish to use the Sunnyside Municipal Courtroom to conduct Forfeiture Hearings and Code Enforcement Hearings. Toppenish and Sunnyside agree that Toppenish shall be allowed to use the Sunnyside Municipal Courtroom, located at 401 Homer St, Sunnyside, WA 98944 ("Courtroom"), for Forfeiture Hearings and Code Enforcement Hearings. Toppenish will be allowed to use the Courtroom on days and times in which the Courtroom is not being used for criminal proceedings, city council meetings, or other regularly scheduled events. Toppenish shall contact Sunnyside and arrange a time and date for Forfeiture Hearings and/or Code Enforcement Hearings prior to sending

out notice of said hearings. Toppenish will have the ability to process any Forfeiture cases through Sunnyside municipal court if Toppenish deems this necessary. Toppenish shall pay an hourly rate to Sunnyside to use the Courtroom, which will billed to by Sunnyside to Toppenish on a per hour basis as a cost recovery and overhead. Sunnyside shall invoice Toppenish for all costs associated with the use of resources or facilities for Code Enforcement Hearings, Hearing Examiner Proceedings, or Forfeiture Hearings on a reimbursement basis, invoiced separately from the regular monthly court costs.

This amendment shall be effective January 4<sup>th</sup>, 2023

DATED this 14<sup>th</sup> day of December 2022.

CITY OF SUNNYSIDE

By: Elizabeth Alba  
Elizabeth Alba, City Manager

ATTEST:

Jacqueline Renteria  
Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:  
SAXTON RILEY & RILEY:

Benjamin J. Riley  
Attorneys for the City of Sunnyside

CITY OF TOPPENISH

By: Debbie Zabell  
Debbie Zabell, City Manager

ATTEST:

Heidi Riojas  
Heidi Riojas, CMC, City Clerk

APPROVED AS TO FORM:

Gary M. Cullier  
Gary M. Cullier, City Attorney

CITY CONTRACT NO: A-2022-71  
RESOLUTION NO: X  
COUNCIL MTG: 12/12/2022