AMENDMENT NO. 1
to
INTERLOCAL AGREEMENT FOR COURT RELATED SERVICES
BETWEEN KITTITAS COUNTY AND THE CITY OF CLE ELUM

This Amendment to the Interlocal Agreement for Court Related Services is made by and between Kittitas County ("the County") and the City of Cle Elum ("the City").

WHEREAS: On January 23, 2013, the County and the City executed an Interlocal Agreement for Court Related Services (attached hereto as Exhibit A), *and*

WHEREAS: The purpose of this Amendment is to amend the monthly payment amount set forth in Paragraph 3 – *Compensation*; to specify how future monthly payment amounts will be calculated; and to amend the period of performance set forth in Paragraph 5 – *Term of Contract*;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the County and the City mutually agree to amend, in part, Paragraphs 3 & 5 of the Interlocal Agreement for Court Related Services, as follows:

3. *Compensation*. The City agrees to pay to the County ((~~$2,424.58~~)) $2,137.67 per month for the provision of services described in paragraph 1. Payment shall be due on or before the 5th day of each month, commencing ((~~January 5, 2013~~)) January 5, 2014. If this contract automatically renews under the process described in paragraph 5 – *Term of Contract* – of this Agreement, the City's monthly payment to the County, for the year 2015 and subsequent years, will be based upon the cost analysis performed by the Kittitas County Auditor's Office in August of the previous year. Any City owned equipment, materials, or supplies in the Upper District Court facility (including but not limited to computers, file cabinets, paper, file folders, etc.) shall continue to be available for use by the County in the provision of services under this agreement. In addition, all probation fees collected related to municipal court probation services shall be retained by the County as compensation for probation services. The City also agrees to reimburse the County for any expenditure made by the County that is a City provided service described in paragraph 2; provided, however, that if the City appointed municipal court commissioner is a county employee and is the same individual appointed to be the Upper District Court commissioner, the County will be responsible for payment of compensation to that county employee and the City will not be obligated to reimburse the County for any expense related to that employee. The City shall not make any payments to any County employees for any services related to the operation of the court; provided, however, if the City appoints the part time elected Upper District Court Judge to also serve as the part time municipal court judge, the City may pay such part time elected judge such additional compensation as the City deems appropriate to provide such services.

5. *Term of Contract*. This contract shall run from ((~~January 1, 2013 to December 31, 2013~~)) January 1, 2014 to December 31, 2014. This contract shall automatically renew on an annual basis unless either party gives written notice on or before October 1 of each year that there will not be a renewal. This contract may be renegotiated by agreement of the parties.

Additions to this text are shown by underline and deletions by ((~~strikeout~~)). All other terms and conditions of the Interlocal Agreement for Court Related Services, and any subsequent amendments, shall remain in full force and effect.

THIS AMENDMENT, consisting of two (2) pages, is executed by the persons signing below who warrant they have the authority to bind their respective parties to it.

Dated this 14 day of January, 2014.

CITY OF CLE ELUM

Charles J. Glondo
Mayor

ATTEST:

City Clerk

Approved as to Form:

City Attorney

Dated this 21 day of January, 2014.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

ATTEST:

Clerk of the Board

~~Obie O'Brien~~, Chairman
Paul Jewell

~~Paul Jewell~~, Vice Chairman
Gary Berndt

~~Gary Berndt~~, Commissioner
Obie Oberen