

AMENDMENT #2
INTERLOCAL AGREEMENT BETWEEN THE CITY OF PUYALLUP AND THE CITY
OF MILTON FOR THE PROVIDING OF FACILITIES AND PERSONNEL FOR THE
MUNICIPAL COURT OF MILTON

THIS AMENDMENT amends that certain Interlocal Agreement for Municipal Court Services ("Agreement") between the **City of Milton** ("Milton") and the **City of Puyallup** ("Puyallup") that became effective January 1, 2013.

IN CONSIDERATION OF the terms and conditions set forth below, the parties agree to the amendments to the Agreement as provided for herein.

1. Section 4 of the Agreement that is entitled "**Municipal Court Services Performed by Puyallup**" shall be amended as follows:

4.8 Public Defender Services. Puyallup shall be responsible for providing public defender services solely in criminal misdemeanor and gross misdemeanor cases filed in Milton Municipal Court when a defendant is appointed a public defender by the court and as stand-by counsel for regularly-scheduled arraignment calendars. Puyallup shall include in any professional services agreements between Puyallup and a contractor providing public defender services, a provision requiring that such contractor provide such services in compliance with the Washington Supreme Court's Standards for Indigent Defense Services. It is the understanding of the parties to this Agreement that Milton Municipal Court currently designates two court days each month for cases where a public defender has been appointed and regularly-scheduled arraignment calendars. ~~In addition, Puyallup shall also provide public defender services for matters outlined in subsections 4.8.1—4.8.3~~

~~4.8.1 Arraignments.~~ Arraignment calendars held by Milton Municipal Court.

4.9 Additional Public Defender Services. Puyallup shall also provide public defender services for matters outlined in subsections 4.9.1 – 4.9.2.

~~4.8.2~~ 4.9.1 On-call services. On-call services for persons suspected of or charged with committing a misdemeanor or gross misdemeanor within Milton's jurisdiction.

~~4.8.3~~ 4.9.2 Appeals. A defendant who appeals a Milton case upon Milton Municipal Court appointing a public defender for such appeal.

~~4.9~~ 4.10 Interpreter Services. Puyallup shall be responsible for providing foreign language and sign language interpreter services when needed for Milton Case Filings.

2. Section 6 of the Agreement that is entitled "**Service Fees and Costs**" shall be amended as follows:

6.1 **General Municipal Court Services.** Milton shall pay Puyallup ~~\$141,512~~ \$187,674 per year for the services and uses provided by Puyallup to Milton in subsections 4.1 through ~~4.7~~ 4.8 of this Agreement. This annual amount shall be paid in whole on or before January 15th of each year.

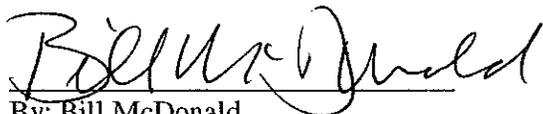
6.2 **Public Defender Services.** Milton shall pay Puyallup in the amounts provided for in this subsection for the public defender services as outlined herein. Puyallup shall provide Milton with a ~~monthly~~ quarterly invoice for such costs of these services and Milton shall pay such costs within fifteen (15) calendar days of receiving the invoice.

6.2.1 **Appointment of Public Defender.** Milton shall pay Puyallup ~~\$2,750 per month~~ and \$165 for every appointment above 200 appointments per year of a regular public defender made by the Milton Municipal Court Judge or pro tem judge pertaining to a criminal misdemeanor or gross misdemeanor case filed in Milton Municipal Court. Milton shall pay Puyallup \$170 for every appointment that is made when the regular public defender handling Milton Municipal Court case assignments cannot accept a case assignment due to an ethical or legal conflict preventing representation of an indigent defendant. Appointments of conflict public defenders shall not count towards the aforementioned 200 appointments per year. This cost shall be for representation at bail hearings, pretrials, motions, trials, sentencing, and review/probation hearings.

6.2.3 **On-call services.** Milton shall pay Puyallup \$35 for every contact made by a public defender pursuant to ~~paragraph 4.8.2~~ 4.9.1 of this Agreement.

Except as expressly amended herein all other provisions of the Agreement for Municipal Court Services entered into between the parties shall remain unchanged and in full force and effect.

CITY OF PUYALLUP



By: Bill McDonald
Its: City Manager

Dated: 12/24/13

ATTEST:

APPROVED AS TO FORM:

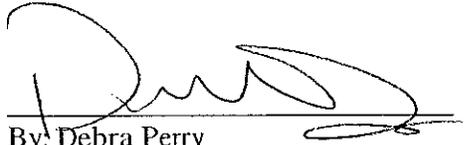


Brenda Arline, City Clerk



Steve Kirkelie, Deputy City Attorney

CITY OF MILTON



By: Debra Perry
Its: Mayor

Dated: 11-18-13

ATTEST:

APPROVED AS TO FORM:

LISA M TYLOR
Lisa Tylor, City Clerk

LISA M TYLOR FOR BIO P. PARK
Bio Park, City Attorney