

**First Amendment to the Interlocal Agreement between the City of Kirkland and the
City of Woodinville for the Provision of Municipal Court Services and Facilities
Community Court Program**

This First Amendment ("First Amendment") to the Interlocal Agreement between the City of Kirkland and the City of Woodinville for the Provision of Municipal Court Services and Facilities is entered by and between the City of Kirkland and the City of Woodinville and is effective as of the date it has been fully executed.

Recitals

Whereas, the City of Kirkland provides the City of Woodinville with municipal court services through the Interlocal Agreement between the City of Kirkland ("Kirkland") and the City of Woodinville ("Woodinville") for the Provision of Municipal Court Services and Facilities dated June 30, 2015 ("Agreement"); and

Whereas, in 2021, Kirkland initiated a community court program, pursuant to chapter 2.30 RCW; and

Whereas, Kirkland's community court is a problem-solving court that offers alternatives to incarceration, with a goal of enhancing public safety by identifying and addressing underlying issues court participants face that may contribute to their criminal activity, including substance abuse and behavioral health issues, and is intended to help reduce recidivism; and

Whereas, Kirkland's community court program is capable of serving both the Kirkland Municipal Court and those cities provided municipal court services by interlocal agreement with Kirkland; and

Whereas, the parties now desire to amend their Agreement to include the provision of community court services to Woodinville through this First Amendment.

Now, therefore, the parties agree as follows:

1. Responsibilities.

As an additional duty pursuant to Section 3 of the Agreement, Kirkland shall provide the following community court services for Woodinville:

- a. Kirkland expects to provide a community court calendar each Wednesday afternoon, although the frequency and timing is subject to change as scheduled by the Kirkland Municipal Court.
- b. Defense counsel may refer defendants who meet Kirkland's community court criteria to community court. Upon such referral for those eligible defendants who volunteer to opt-into or participate in community court, Kirkland will provide community court services according to the direction of the Kirkland Municipal Court.
- c. Kirkland Municipal Court will provide full community court services to Woodinville's defendants on the same or substantially similar basis to Kirkland defendants, including

monitoring of community court, court-ordered programming, and assistance connecting clients with support and community-based alternatives.

2. Cost of Community Court Program.

- a. Notwithstanding Section 3.a of the Agreement, Woodinville is responsible for paying interpreter costs that are incurred for its defendants participating in community court. Kirkland will invoice Woodinville for applicable interpreter costs as part of the monthly billing described in Section 6(a) of the Agreement.
- b. Consistent with Section 4 of the Agreement, Woodinville is responsible for any prosecutor or defense costs for its defendants for their participation or representation in Kirkland's community court.
- c. All remaining administrative costs for Woodinville's defendants participating in Kirkland's community court are covered through the case filing fee stated in Section 6 of the Agreement.
- d. In evaluating the effectiveness of the community court program for the Woodinville and any other participating cities, Kirkland may determine there is a need to adjust how costs of the program are allocated to such participating cities. Any adjustments to costs of the program will be made by written amendment between the parties.

3. Duration.

The duration of this First Amendment shall run from its effective date for the duration and until the termination of the Agreement; provided, however, that either party may terminate, with or without cause, Woodinville's participation in the Kirkland community court program upon at least thirty (30) days' written notice to the other party; provided further, however, that in the event Kirkland terminates its community court program, Kirkland will provide at least ninety (90) days' notice to Woodinville. Following any notice of termination under this section, unless a different time period has been agreed to by the parties, Woodinville's defendants can no longer be referred to community court. For previously initiated community court services, Kirkland will complete such services within their designated timeframes; provided, however, that whenever a defendant fails to complete such services within the designated timeframe, the defendant will be remanded back to Kirkland Municipal Court for further court proceedings. Any termination of Woodinville's participation in Kirkland's community court program hereunder does not impact or alter the effectiveness or term of the original Agreement between the parties, which shall remain in full force and effect except as otherwise specifically provided for herein.

4. Effective Date. This Agreement shall be effective on the last date signed date below.

CITY OF KIRKLAND

Julie Underwood
Julie Underwood (Jul 31, 2024 17:18 PDT)

Julie Underwood, Deputy City Manager

Dated: Jul 31, 2024

CITY OF WOODINVILLE

BB

Brandon Buchanan, City Manager

Dated: Aug 1, 2024

Approved as to Form:

Kevin Raymond
Kevin Raymond (Jul 31, 2024 20:26 PDT)

Kirkland City Attorney

Approved as to Form:

Jeffrey Ganson
Jeffrey Ganson (Aug 1, 2024 10:20 PDT)

Woodinville City Attorney