

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF McCLEARY AND GRAYS HARBOR COUNTY FOR THE PROVISION
OF DISTRICT COURT SERVICES**

THIS FIRST AMENDMENT (“First Amendment”) is made effective as of the date last executed below by The City of McCleary (“City”) and Grays Harbor County (“County”) with respect to the Interlocal Agreement for the provision of District Court services dated October 30, 2014 (“Original Agreement”). City and County are also referred to individually as a “Party” and collectively as the “Parties” herein.

WHEREAS, the Parties entered into the Original Agreement (**Exhibit 1**) on October 30, 2014, for the County District Court to provide services including processing, adjudication and sentencing of adults committing misdemeanors and gross misdemeanors, traffic violations and civil infractions within City’s jurisdiction; and

WHEREAS, the City has requested increased services to include processing of *Blake* cases (*State v. Blake* 197, Wn.2d 170 (2021), while the State continues to require such processing; and

WHEREAS, the County entered into a contract with the Administrative Office of the Courts (“AOC”) for Blake reimbursements of \$10,000 for the fiscal year 2025-2026; and

WHEREAS, Section 5 of the Original Agreement allows for amendment of the Agreement.

NOW, THEREFORE, pursuant to the amendment provision in section 5 of the Original Agreement, and in consideration of the mutual promises contained herein, the Parties agree as follows:

ITEM 1. Services. Section 1 is amended to add the following:

The County will process the City’s *Blake* cases in accordance with State requirements and may, but is not required to, obtain reimbursement from the AOC for each case processed arising out of the City’s jurisdiction. County Blake cases take precedence for reimbursement from AOC.

ITEM 2. Payment. Section 3 is amended to add the following:

d. The City shall not be required to pay for the processing of Blake cases by the County where reimbursement has been obtained from the AOC by the County for those services.

ITEM 3. Other provisions. All remaining provisions of the Original Agreement not expressly modified as provided in this First Amendment remain unchanged and in full force and effect.

Attachments: Exhibit 1 – Original Agreement

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date last executed below.

GRAYS HARBOR COUNTY BOARD OF COMMISSIONERS CITY OF McCLEARY

Vickie Raines, Chair, District 3

[name & position]

Georgia Miller, Commissioner District 1

Date: _____

Rick Hole, Commissioner District 2

Attest:

Wendy Chatham, Clerk of the Board
Date: _____