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**AMENDMENT 1**  
**TO**  
**CRIMINAL JUSTICE SERVICES INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF SEQUIM AND CLALLAM COUNTY**

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The Parties to this Agreement and First Amendment are the City of Sequim ("City"), a municipal corporation of the State of Washington, and Clallam County, a political subdivision of Washington State ("County"), collectively "the Parties".

On November 24, 2015, the Parties entered into an Interlocal Agreement ("Base Agreement") under which County would:

Provide Criminal Justice Services to the City of Sequim.

The Interlocal Agreement expires on December 31, 2025; and the Parties agree to extend and modify the existing Base Agreement as follows:

**1. Section 5(B) - Consideration to County:**

As additional consideration, in 2026, the City will also pay to the County the sum of four hundred sixty-three thousand eight hundred ninety-six Dollars (\$463,896.00), which is the sum of the 2025 base cost plus the Seattle-Tacoma-Bremerton CPI-W of 2.7%, plus an additional monthly sum of nine thousand seven hundred dollars (\$9,700) for a total of forty-eight thousand three hundred fifty-eight Dollars (\$48,358.00) per month for Criminal Justice Services. This sum will be paid in equal-installments for each month this Agreement remains in effect, and each installment is due on or before the 5th day of each month.

**2. Section 6 – Duration and Termination - is removed and replaced with the following:**

This Agreement will be in force beginning January 1, 2026. The Parties may terminate this Agreement if the Parties come to a long-term agreement for the provision of criminal justice services and a new agreement between the Parties is established and in effect. The City will complete its criminal justice services analysis, which includes the decision whether to continue all or some criminal justice services, by no later than June 30, 2026. The Parties will agree upon a cost of services methodology by June 30, 2026. If the City determines that certain criminal justice services will not be provided by the County, the County agrees to provide those services during the transition period.

**3. Section 6 – Add New Section "Data Updates and Reconciliation" - The Parties agree to meet monthly, at a minimum, to discuss any proposed changes for a future agreement and to follow up on questions about the data supporting the County's cost estimates. The County will provide updated data for 2026 on a quarterly basis for all the following items:**

- Prosecution:
  - The total number of referrals, declines, trials, pleas, pre-trial diversion, specialty courts (drug/mental health) and all case types, e.g., harassment, property crimes, DWLS 3, assault, assault DV, and DUI, each broken down by jurisdiction.
  - Quarterly and year-to-date actual revenues and costs for the purpose of identifying trends or changes.
- Public Defense:
  - The total number of appointments, trials, pleas, pre-trial diversion, specialty courts (drug/mental health) and all case types, e.g., harassment, property crimes, DWLS 3,

- assault, assault DV, and DUI, and the total number of cases assigned for warrant, each broken down by jurisdiction.
  - Quarterly and year-to-date actual revenues and costs for the purpose of identifying trends or changes.
- District Court I:
  - The total number of pleas, pre-trial diversion, specialty courts (drug/mental health) and all case types, e.g., harassment, property crimes, DWLS 3, assault, assault DV, not found on Administrative Office of Courts website, and the total number of cases that go to warrant, each broken down by jurisdiction.
  - Quarterly and year-to-date actual revenues and costs for the purpose of identifying trends or changes.
- Jail Services:
  - The total number of bookings, percentage of jail, average number of stays in days (pre- and post-conviction), total number of inmate days (pre- and post-conviction), total number of inmates who receive specialty care, e.g., medical treatment, each broken down by jurisdiction.
  - Quarterly and year-to-date actual revenues and costs for the purpose of identifying trends or changes.

In addition, the County will provide 2025 unaudited actuals for all the following items as soon as possible but no later than March 31, 2026:

- 30% cost allocation from most recent auditor calculation:
  - A full description of the products, services, and staff that comprise the 30%.
- Prosecution:
  - The total number of referrals, declines, trials, pleas, pre-trial diversion, specialty courts (drug/mental health) and case types, e.g., property crimes, DWLS 3, assault, assault DV, and DUI, each broken down by jurisdiction.
  - 2025 year-end actual revenues and costs and any related additional information to provide clarity to the proposed cost of service.
- Public Defense:
  - The total number of trials, pleas, pre-trial diversion, specialty courts (drug/mental health) and case types, e.g., property crimes, DWLS 3, assault, assault DV, DUI, and total number of cases that go to warrant, each broken down by jurisdiction.
  - 2025 year-end actual revenues and costs and any related additional information to provide clarity to the proposed cost of service.
- District Court I:
  - The total number of pleas, pre-trial diversion, specialty courts (drug/mental health) and case types, e.g., property crimes, DWLS 3, assault, assault DV, not found on Administrative Office of Courts website, and total number of cases that go to warrant, each broken down by jurisdiction.
  - 2025 year-end actual revenues and costs and any related additional information to provide clarity to the proposed cost of service.
- Jail Services:
  - The total number of bookings, percentage of jail, average number of stays in days (pre- and post-conviction), total number of inmate days (pre- and post-conviction), total number of inmates who receive specialty care, e.g., medical treatment, each broken down by jurisdiction.
  - 2025 year-end actual revenues and costs and any related additional information to provide clarity to the proposed cost of service.

At the end of this Agreement, the Parties engage in a financial reconciliation for the criminal justice services provided by the County in 2026. The reconciliation will account for the County's costs incurred, based on 2025 actuals, for the services rendered and the City's payments made for those services. The cost

for services will be based upon 1) the costs as determined and agreed upon by the Parties, or 2) the County's determination of Sequim's cost for services, less amounts paid by the City in 2026. Reconciliation of cost of services for less than 12 months will be determined by a pro rata share of the costs identified under this subsection.

**4. Section 6 – "Administration":**

"This Agreement will be administered by the County, who is responsible for scheduling timely meetings in accordance with this Agreement.

All other terms and provisions of the Base Agreement and any previous amendments remain in full force and effect.

If this Amendment is executed after the last-agreed expiration date of the Base Agreement, any Work performed between the last expiration date and the date of this Amendment that is consistent with the provisions of the Base Agreement and any amendments thereto is hereby ratified.

**EFFECTIVE DATE**

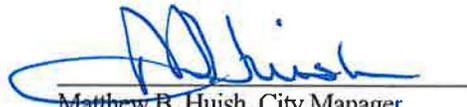
[City use only] This Amendment is not effective until fully executed by both Parties. The Effective Date is the 15<sup>th</sup> day of January, 2026.

CLALLAM COUNTY

CITY OF SEQUIM

See attached signature page

Date of Signature: 12/30/25



Matthew B. Huish, City Manager

Date of Signature: 12.30.25

DEPARTMENT APPROVAL:



Kristina Nelson-Gross, City Attorney

Date of Signature: 1/5/24

Approved as to form:

  
Dee Boughton, Deputy Prosecuting Attorney  
Date of Signature:

Finance Director Review:

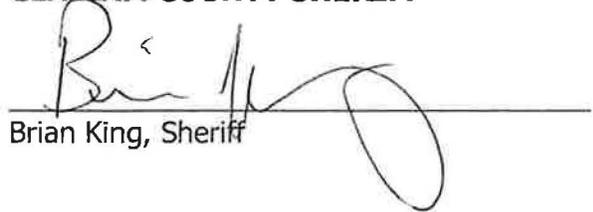
**BOARD OF CLALLAM COUNTY  
COMMISSIONERS**

  
Randy Johnson, BOCC Vice-Chair

  
Mark Ozias, Commissioner

*Excused*  
Mike French, Chairman

**CLALLAM COUNTY SHERIFF**

  
Brian King, Sheriff

Date: 12 | 30 | 2025

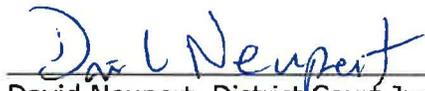
**ATTEST:**

  
Loni Gores, Clerk of the Board

**CLALLAM COUNTY PROSECUTING  
ATTORNEY'S OFFICE**

  
Mark Nichols, Prosecutor

**CLALLAM COUNTY DISTRICT COURT I**

  
David Neupert, District Court Judge

**Approved as to Form:**

*See attached signature page*  
B Dee Boughton, Chief Civil Deputy  
Prosecuting Attorney

