

**FIFTH AMENDMENT TO  
INTERLOCAL AGREEMENT FOR  
MUNICIPAL COURT SERVICES  
BETWEEN THE CITY OF MARYSVILLE  
AND THE CITY OF ARLINGTON  
PROVIDING FOR  
RENEWAL OF THE AGREEMENT  
COMMENCING JANUARY 1, 2012;  
AUTOMATIC ONE YEAR RENEWAL;  
AND REVISING THE NOTICE PERIOD FOR TERMINATION.**

THIS AMENDMENT to Interlocal Agreement for Municipal Court Services is made and entered into this day by and between the City of Marysville ("Marysville"), a municipal corporation in the State of Washington, and the City of Arlington ("Arlington"), a municipal corporation in the State of Washington.

WHEREAS, Marysville and Arlington entered into an Interlocal Agreement for Municipal Court Services recorded at the Snohomish County Auditor's office on April 4, 2003; and

WHEREAS, Marysville and Arlington entered into the First Amendment to Interlocal agreement for municipal court services between the City of Marysville and the City of Arlington and First Renewal for Three year term January 1, 2005 to May 30, 2008, which was recorded on 11/12/2005; and

WHEREAS, Marysville and Arlington entered into the Second Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Arlington, which was recorded on 08/24/2007; and

WHEREAS, Marysville and Arlington entered into the Third Amendment to the Interlocal Agreement for Municipal Court Services on May 11, 2009; and

WHEREAS, Marysville and Arlington entered into the Fourth Amendment to the Interlocal Agreement for Municipal Court Services on February 14, 2011; and

WHEREAS, the parties wish to amend Paragraph 10 of the Agreement and renew the agreement for an additional one year period from January 1, 2012 through December 31, 2012 and to provide for automatic one year renewals from January 1 through December 31 of each year unless terminated by the parties; and

WHEREAS, the parties wish to amend Paragraph 11 of the Agreement to provide for 180 days written notice by either party to terminate the agreement; and

WHEREAS, the parties wish to agree to certain amendments and revisions to the agreement;

NOW, THEREFORE,

IN CONSIDERATION OF the terms and provisions hereof, Arlington and Marysville agree to amend the Interlocal Agreement for Municipal Court Services recorded at Snohomish County Auditor's office on April 4, 2003, as amended by the First Amendment to Interlocal agreement for municipal court services between the city of Marysville and the city of Arlington and the First Renewal for Three year term January 1, 2005 to May 30, 2008, recorded on 11/12/2005, and by the Second Amendment to Interlocal Agreement for Municipal Court Services between the city of Marysville and the city of Arlington recorded on 08/24/2007; and by the Third Amendment to the Interlocal Agreement for Municipal Court Services on May 11, 2009; and by the Fourth Amendment to the Interlocal Agreement for Municipal Court Services on February 14, 2011, the parties do hereby agree as follows:

1. Paragraph 10 is amended to read as follows:

10. **DURATION.** In addition to the initial terms set forth in the original agreement and amendments, the term of this agreement is renewed for the period of one year from January 1, 2012 through December 31, 2012. Further the agreement shall automatically renew for additional one year periods from January 1 through December 31 of each year, unless a party provides Notice of Termination as set forth in Paragraph 11. The Fee as set forth in Section 3 shall remain the same for the renewal period unless the parties agree to amend the schedule of fees as set forth in Section 3. The Fee as set forth in Section 3 may be amended at any time by agreement of the parties. The parties may also agree to additional renewal terms.

2. Paragraph 11 is amended to read as follows:

11. **TERMINATION OF AGREEMENT.** Either party shall provide 180 days written notice of its intent either to terminate or not to renew this agreement. In the event of termination or non-renewal of the agreement cases filed prior to the termination date in Marysville Municipal Court will remain in Marysville Municipal Court until either dismissed or formal closure.

3. Except as provided herein, all other provisions of the Interlocal Agreement for Municipal Court Services entered into on April 4, 2003, as amended by the First Amendment to Interlocal agreement for municipal court services between the city of Marysville and the city of Arlington and the First Renewal for Three year term January 1, 2005 to May 30, 2008, recorded on

11/12/2005, and by the Second Amendment to Interlocal Agreement for Municipal Court Services between the city of Marysville and the city of Arlington recorded on 08/24/2007, and by the Third Amendment to the Interlocal Agreement for Municipal Court Services on May 11, 2009; and by the Fourth Amendment to the Interlocal Agreement for Municipal Court Services on February 14, 2011 shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Margaret Larson  
MARGARET LARSON, Mayor

By Jon Nehring  
JON NEHRING, Mayor

DATE: 12/19/11

DATE: 12-12-11

APPROVED as to form:

APPROVED as to form:

Steven Peiffle  
STEVEN PEIFFLE, City Attorney

Grant K. Weed  
GRANT K. WEED, City Attorney

DATE: 12/19/11

DATE: 12-15-11