

MODIFICATION OF AN INTER-LOCAL AGREEMENT

BETWEEN

Clark County District Court

PO Box 5000, Vancouver, Washington 98666-5000. (360) 397-2424

AND

The City of Camas

616 NE 4th Ave., P O Box 1055, Camas, Washington 98607 (360) 834-6864

THIS MODIFIED INTER-LOCAL AGREEMENT, entered into this 1st day of June 2010, between Clark County, by and through its District Court, hereinafter referred to as "Court", and The City of Camas, hereinafter referred to as the "City":

W I T N E S S E T H:

WHEREAS, the parties entered into an INTER-LOCAL AGREEMENT on January 1, 1997 for the provision and utilization of court services as described in the terms and conditions of the original INTER-LOCAL AGREEMENT or as modified herein, and

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

1. Article IX – COURT SERVICES (2), (A) - is amended with deleted language in "strike through" and added language in "double underline" as follows:
 - A. ~~Per Case Cost. See Addendum "C" attached hereto and incorporated herein.~~ The rate schedule for calendar year 2010 shall be a fractional share of the fixed amount of \$248,172 equaling \$156,748. The basis for determining what fractional share of the fixed dollar amount Camas and Washougal each have responsibility for is as follows: 1) Financial responsibility for 50% of the established fixed dollar amount is allocated between the two cities based upon a rolling five (5) year average of cases filed by city (excluding parking infractions) utilizing each city's caseload data as published by the Washington State Administrative Office of the Courts; and 2) Financial responsibility for the other 50% of the established fixed dollar amount is allocated between the two cities based upon each city's proportionate share of the total sworn officers authorized within the respective city's approved budgets for the rate setting period. This modification supersedes and replaces the previously conveyed

addendum "C" that was intended to cover billing rates in calendar year 2010.

- B. The parties hereby acknowledge calendar year 2010 as a transitional period. Certain baseline assumptions about the required municipal court staffing for projected caseload are established and the responsibilities for each of the particular costs associated with providing court services and operating the court facility itself will be in flux as the patterns for cost responsibilities in subsequent years are established. Camas and Washougal will be assuming some of the operating costs of the municipal court facility directly, not billing the county for security at the court facility and establishing their own violations bureau. Clark County will reduce the number of days that the court facility is open to the public, maintain the established practice of a Thursday court day schedule and maintain a county staff presence in the facility during each day of the regular work week.
- C. For calendar year 2010, the \$248,172 fixed dollar amount assumes that the county will cover the following costs through December 31, 2010:
- 1) The facility lease at 89 "C" Street, Washougal, WA 98671;
 - 2) The facility maintenance costs for utilities and other incidental maintenance as established practice has provided by and through the county's facilities management department including the applicable indirect rate;
 - 3) Computer work station/data connectivity TER&R costs;
 - 4) JAVS recording system maintenance costs;
 - 5) Standard court forms as required;
 - 6) Employee mileage reimbursements as required;
 - 7) Sonitrol alarm system costs;
 - 8) Recycle/document shredding costs;
 - 9) The on-site book expense as required to support the judge's function;
 - 10) The department average fully-loaded salary and benefit costs for a District Court Judge on 52 eight (8) hour work days;
 - 11) The department average fully-loaded salary and benefit costs for a Judicial Assistant on 52 eight (8) hour work days;
 - 12) The department average fully-loaded salary and benefit costs for a Court Assistant Senior at 0.60 FTE;
 - 13) The department average fully-loaded salary and benefit costs for a Court Assistant II at 0.60 FTE;
 - 14) Direct fiscal support for the municipal court as a proportionate share of the fully-loaded salary and benefit costs for the positions performing the accounting support work based upon what share the Camas/Washougal

total annual remittance represents out of the total annual remittance processed by Clark County District Court;

15) Direct administrative overhead costs as a proportionate share of the fully-loaded salary and benefit costs for the District Court Administrative Services Manager III position that performs the management oversight function based upon what proportionate share the Camas/Washougal staffing represents out of the total department 210 staffing supervised by the Administrative Services Manager III position;

16) Direct video arraignment support for the Camas and Washougal jurisdictions as a proportionate share of the fully-loaded salary and benefit costs for the position(s) performing the video arraignment work based upon what share the Camas and Washougal video arraignment work represents out of the total video arraignment work accomplished by Clark County District Court;

17) District Court's 2010 indirect cost rate of 19.46% applied to the total annual expense for items 10 through 16 above.

For any other cost items deemed reasonable and necessary in the operation of the municipal court as it currently exists, but not listed above, the assumption is that Camas and Washougal will be transitioning to direct payment for those items prior to but not later than December 31, 2010.

- D. For calendar year 2011 and the years that follow, the cost basis for establishing the addendum "C" rate schedule will become a fixed dollar amount with Camas and Washougal each taking a proportionate share of that fixed amount based on the following factors: 1) Financial responsibility for 50% of the established fixed dollar amount is allocated between the two cities based upon a rolling five (5) year average of cases filed by city (excluding parking infractions) utilizing each city's caseload data as published by the Washington State Administrative Office of the Courts; and, 2) Financial responsibility for the other 50% of the established fixed dollar amount is allocated between the two cities based on each city's proportionate share of the total sworn officers authorized within the respective city's approved budgets for the rate setting period. Camas and Washougal will each provide the Clark County Auditor's Office with the required sworn officer budget information in a timely fashion such that the annual renewal of the addendum "C" remains consistent with timeline established in Article VII. The County Auditor's Office will determine and set the proportionate share between the two cities by utilizing the method outlined above. The fixed dollar amount addendum "C" will be renewed annually consistent with Article VII and it will represent a good faith effort amongst the parties to take into account the true cost of providing the municipal court services, possible staffing level adjustments and which parties are actually paying for what costs

attendant to providing that service from calendar year 2011 and the years that follow.

E. For calendar year 2011 and the years that follow, the addendum "C" fixed dollar amount will be set assuming that the county will cover the following costs directly on an ongoing basis and be reimbursed based upon their true costs:

1) Computer work station/data connectivity TER&R costs;

2) JAVS recording system maintenance costs (unless replaced in whole by another suitable system paid for and supported by the cities of Camas and Washougal directly ;

3) Standard court forms as required;

4) Employee mileage reimbursements as required;

5) The on-site book expense as required to support the judge's function;

6) The department average fully-loaded salary and benefit costs for a District Court Judge on 52 eight (8) hour work days;

7) The department average fully-loaded salary and benefit costs for a Judicial Assistant on 52 eight (8) hour work days;

8) The department average fully-loaded salary and benefit costs for a Court Assistant Senior at 0.60 FTE (unless a larger FTE share is justified under the terms and conditions to be set forth under the provisions of section "G" below);

9) The department average fully-loaded salary and benefit costs for a Court Assistant II at 0.60 FTE (unless a larger FTE share is justified under the terms and conditions to be set forth under the provisions of section "G" below);

10) Direct fiscal support for the municipal court as a proportionate share of the fully-loaded salary and benefit costs for the positions performing the accounting support work based upon what share the Camas/Washougal total annual remittance represents out of the total annual remittance processed by Clark County District Court;

11) Direct administrative overhead costs as a proportionate share of the fully-loaded salary and benefit costs for the District Court Administrative Services Manager III position that performs the management oversight function based upon what proportionate share the positions Camas/Washougal staffing represent out of the total department 210 staffing supervised by the Administrative Services Manager III position;

12) Direct video arraignment support for the Camas and Washougal jurisdictions as a proportionate share of the fully-loaded salary and benefit costs for the position(s) performing the video arraignment work based upon what share the Camas and Washougal video arraignment work

represents out of the total video arraignment work accomplished by Clark County District Court;

13) District Court's applicable indirect cost rate applied to the total annual expense for items 1 through 12 above.

For any other cost items deemed reasonable and necessary in the operation of the municipal court as it operates going forward, but not listed above, the assumption is that Camas and Washougal will make direct payment for those items effective from January 1, 2011 and thereafter.

F. For calendar year 2011 and the years that follow, the cities of Camas and Washougal will assume direct payment for the physical space utilized to conduct the municipal court's business. The cities of Camas and Washougal will also assume direct payment for all maintenance of such facility, its grounds and all other reasonable facility charges related to electricity, natural gas, alarm systems, water, sewer, recycling, garbage disposal, phone and any other public utility associated with the facility used to conduct the municipal court's business. Unless alternate arrangements are reached through mutual consent of the parties, the physical space to be utilized for conducting the municipal court's business will be the facility leased from the Port of Camas/Washougal located at 89 "C" Street, Washougal, WA 98671. Effective January 1, 2011, the cities of Camas and Washougal will assume the lease for the 89 "C" Street, Washougal, WA 98671 facility directly with the lessor and pay the lessor directly for use of the facility.

G. In the 2011 addendum "C", the Clark County Auditor's Office will also set forth and establish the terms and conditions under which any future adjustments are made in the annual fixed cost amount. The parties expectation is that over time caseloads will vary. The municipal court's work will continue to be accomplished and as the true cost of court staffing levels and other costs vary with caseload and other factors, the methodology of setting the addendum "C's" fixed cost will need to accommodate any change from baseline operations and caseloads in the reimbursement of true cost. To that end, the addendum "C" will continue to be renewed annually consistent with Article VII and it will represent a good faith effort amongst the parties.

2. This modification does not alter nor nullify any of the remaining provisions of the original INTER-LOCAL AGREEMENT.

II. REASONS FOR MODIFICATIONS:

The City desired to retain the municipal court services provided by Clark County when the county had proposed to relocate those services as a budget reduction measure. This

modification along with the City of Washougal's modification will permit the county to achieve its 2010 budget reduction goals and still retain municipal court services to the cities in a manner that is consistent with Article VI – AMENDMENT of the original INTER-LOCAL AGREEMENT.

III. RATIFICATION

Acts taken in conformity with this modified INTER-LOCAL AGREEMENT prior to its execution are hereby ratified and affirmed.

IV. ENTIRE CONTRACT

This modification incorporates the original INTER-LOCAL AGREEMENT by reference. The parties agree that the original INTER-LOCAL AGREEMENT and this modification are the complete expressions of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this INTER-LOCAL AGREEMENT shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this modified INTER-LOCAL AGREEMENT.

It is also agreed by the parties that the forgiveness of the non-compliance of any provision of this modified INTER-LOCAL AGREEMENT does not constitute a waiver of the provisions of this modified INTER-LOCAL AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this modification of INTER-LOCAL AGREEMENT to be executed by the dates and signatures hereinunder affixed.

FOR CLARK COUNTY, WASHINGTON,
a political subdivision of the State of Washington

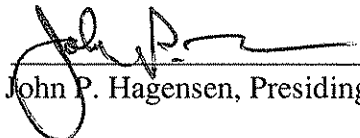
CITY OF Camas, a municipal
corporation and non-charter code city in the State of
Washington

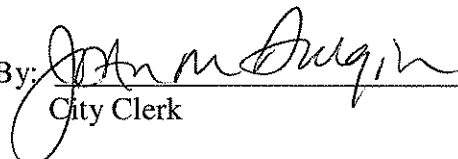
By: 
Bill Barron, County Administrator

By: 
Paul Dennis, MAYOR

CLARK COUNTY DISTRICT COURT:

ATTESTED:


By: 
John P. Hagensen, Presiding Judge

By: 
City Clerk

Approved as to form:

Approved as to form:

By: 
Deputy Prosecuting Attorney

By: 
City Attorney