

DC 96-21  
Website Sub  
6/8/09

**"AMENDED" INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY  
AND THE CITY OF CAMAS -**

**RE: CLARK COUNTY DISTRICT COURT/CAMAS MUNICIPAL COURT**

This Agreement is entered between Clark County (hereafter "Clark County"), a municipal corporation organized under the laws of the State of Washington, and the City of Camas (hereafter "Camas"), a municipal corporation organized under the laws of the State of Washington.

Camas currently operates a Municipal Court pursuant to RCW Title 3.50 and utilizes the services of the District Court of Clark County.

The Municipal Court of Camas has exclusive jurisdiction of all matters arising from violations of all ordinances of Camas.

**I. PURPOSE**

The parties hereto agree that it is to their mutual benefit and the benefit of their citizenry to maintain this existing relationship.

Pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is by law authorized to perform. Clark County and Camas desire to establish an interlocal agreement for the continuation of the above-described relationship.

## II. DURATION

This amended agreement shall become effective on the date the agreement is executed by the County and Camas and shall renew automatically from year to year thereafter, provided, that either party herein shall have the right to terminate this agreement for any reasons whatsoever upon giving the other party one-hundred-eighty (180) days written notice in advance of the date sought for such termination. Any notice required or permitted to be given under this agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the official mailing address of the legislative body of the party entitled to notice.

## III. ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this agreement. This agreement shall be administered by Clark County.

## IV. RESPONSIBILITIES OF COUNTY.

Clark County agrees to provide all judicial and court support services necessary to adjudicate all matters arising from violations of traffic and non-traffic infractions and criminal cases charged under the ordinances of Camas. At a minimum, these services shall include the following:

1. Adequate staffing to keep the court clerk's office open from 8:30 a.m. to 4:30 p.m. during all court business days, excluding a thirty (30) minute lunch break and brief absences to perform court-related tasks such as picking up court mail at the post office and depositing revenues at the bank. The equivalent of two (2) full-time clerical employees will be assigned to this office.
2. Processing of cases in accordance with the advisory case processing time standards set forth in the applicable Washington State Court Rules.
3. Holding weekly arraignment calendars, and conducting such other hearings and trials, including jury trials, as may be required in the due administration of justice.
4. Providing and administering jury panels as may be required in the due administration of justice.
5. Maintaining proper records of all case filings and the disposition thereof, and to make such records available for inspection by Camas.
6. Maintaining proper records and accounts of all monies collected and the disbursements thereof, and preparing and submitting to the Camas Finance Director a monthly report of such financial activity certified by an officer of the court.

7. Providing adequate office equipment and computer(s) to perform the services required hereunder, and providing properly trained and supervised personnel to perform the services required hereunder.
8. Remitting all monies collected to the City of Camas Finance Director at such intervals as may be directed by said Finance Director, but no less often than every thirty (30) days.
9. Complying with Clark County District Court policies and procedures relating to the operation of the court.
10. Reconciling the court bank statements on a monthly basis and providing a copy of the reconciled bank statements to the City of Camas Finance Director.
11. Referring eligible cases to a collection agency per RCW 3.02.045.

#### V. RESPONSIBILITIES OF CAMAS.

The City of Camas agrees to provide the following:

1. Adequate and appropriate office space for court clerks, and a courtroom. This space must comply with federal and state laws regarding public accessibility and safety.
2. Court security, including, if necessary, a police officer to provide protection and order.

3. Parking space for two (2) court clerical staff and one (1) judicial officer.
4. Payment to the State Treasurer of a portion of the fees and fines collected as required by law.
5. Camas shall pay to the Clark County District Court the sum of \$49,500.00 per year for the above-referenced services. This sum shall be paid in quarterly installments of \$12,375.00, due on the tenth day of the months of February, April, August, and December of each year that this agreement is in effect. This sum does not include jury, witness, and interpreter fees which the City of Camas will pay within 30 days of receipt of an invoice from Clark County for the actual costs of such services.

#### VI. PROPERTY

In the event of a termination of this agreement, any equipment, property, or improvements used to effectuate this Agreement shall become the sole property of the party originally providing the equipment, property, or improvements.

#### VII. AMENDMENTS

No amendment or modification of this agreement may be made unless such amendments or modifications be in writing and executed by all participating governmental bodies, excepting \$V.,

paragraph 5. which may be amended in writing by agreement of the Clark County Executive and the Camas City Council.

VIII. INTERPRETATION

This agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by both parties hereto that this agreement shall be governed by the laws of the State of Washington, both as to performance and interpretation.

That in the event of invalidity or unresolvable ambiguity of any provision of this agreement, the remaining provisions shall nevertheless continue to be valid and enforceable.

IX. SUPERSEDES OTHER AGREEMENTS

This amended agreement supersedes all other agreements previously entered into by the parties regarding the instant subject.

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X. FILING

As provided by RCW 39.34.040, this agreement shall be filed with the County Auditor and the Camas City Clerk.

CLARK COUNTY, WASHINGTON

BY: 

Dave Sturdevant  
Chairman of Board,  
Clark County Commissioners

Date: 2-6-96


CLARK COUNTY DISTRICT COURT

BY: 

Presiding Judge

Date: 1-26-96

Approved as to form:

  
Richard Melnick  
Deputy Prosecuting Attorney

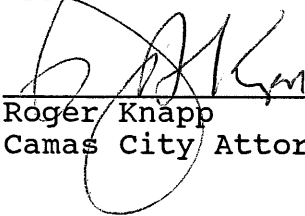
CITY OF CAMAS

BY: 

Mayor  
Title

Date: 2/27/96

Approved as to form:

  
Roger Knapp  
Camas City Attorney