

## INTER-LOCAL AGREEMENT

THIS AGREEMENT made this day by and between the CITY OF CAMAS , a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "Camas", and the CITY OF WASHOUGAL, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "Washougal",

### WITNESSETH:

WHEREAS, both Camas and Washougal have entered into inter-local agreements with Clark County for the provision of judicial and court support services, including a courtroom, to adjudicate matters arising for violations of traffic and non-traffic infractions and criminal cases charged under the ordinances of the respective cities; and

WHEREAS, pursuant to the inter-local agreement with Clark County it is the responsibility of the respective cities to provide court security including, if necessary, a police officer to provide protection and order; and

WHEREAS, Camas has implemented a work crew program for criminal misdemeanor defendants serving sentences as imposed by the Camas Municipal Court; and

WHEREAS, both cities are desirous of entering into an agreement pursuant to RCW 39.34, the Inter-Local Corporation Act, to provide for the administration of court security at the municipal court; and

WHEREAS, Washougal has indicated a desire to have the option of utilizing the Camas work crew program as established for criminal defendants serving sentences for misdemeanor offenses committed in Washougal.

Now, therefore, in consideration of mutual covenants and conditions contained herein, it is hereby agreed as follows:

Section 1. **PURPOSE:** The purpose of this agreement is to permit Camas and Washougal

to operate a court security program, including the retention of a court security officer, at the Camas-Washougal Municipal Court and for the further purpose of providing an option for Washougal to utilize the Camas work crew program as established for the administration of criminal defendants serving sentences for misdemeanor offenses committed within Washougal.

Section 2. **DURATION**: This agreement shall be for an indefinite duration, subject however, to the right of either party to terminate this agreement as herein provided.

Section 3. **ADMINISTRATION OF COURT SECURITY PROGRAM**: The court security program as governed by this agreement shall be administered according to the policies and procedures to be determined by the City of Camas. Such program shall include, but not be limited to, the retention of a court security officer by Camas for the purpose of courtroom management, prison handling, prisoner transport and work crew screening.

Section 4. **EXERCISE OF AUTHORITY BY CAMAS**: All commissioned Camas police officers and/or the designated court security officer retained pursuant to this agreement may, without restriction or limitation, engage in investigative and enforcement activity within the primary territorial geographic jurisdiction of Washougal while in the performance of any action or duty relating to the subject matter of this agreement, provided, that any arrest, search, seizure or use of force shall be immediately reported to the authorized representative of Washougal.

Section 5. **FINANCING OF COURT SECURITY PROGRAM**: Each city shall be responsible for paying one-half (½) of the administrative costs as may be necessary for the exercise of the court security office program. Any personnel who is designated by Camas to perform the functions of the court security program shall be designated as an employee of Camas and Camas shall be responsible for providing all uniforms, training, equipment, transportation, work space, utilities, supervision, relief and support staff as may be needed to fulfill the responsibility set forth within this agreement. Camas will quarterly invoice Washougal of the monthly costs associated with the

operation of the court security program and Washougal shall reimburse Camas one-half (½) of said cost within thirty (30) days of receipt.

Section 6. **WASHOUGAL WORK CREW OPTIONS**: Upon thirty (30) days written notice to Camas, Washougal may exercise the option of utilizing the Camas work crew program for the administration of criminal defendants sentenced in the Washougal Municipal Court. Such notice shall be sufficient if it is in writing and deposited in the U.S. mail, certified mail, return receipt requested, with postage fully prepaid and address to the parties at the addresses set forth in Section 10 herein.

Section 7. **ADMINISTRATION OF WORK CREW PROGRAM**: The work crew program as governed by this agreement shall be administered according to the policies and procedures as previously established by Camas which shall include, but not be limited to the following: Coordination and scheduling of work projects; training, transportation and supervision of work crew members; and documentation and the reporting of work crew information . Any personnel who has been designated by Camas to administer the work crew program shall be designated as an employee of Camas. In addition, Camas shall provide all training, uniforms, equipment, transportation, work space, utilities, supervision, relief and a support staff as needed to fulfill the responsibilities of the work crew program.

Section 8. **FINANCING FOR WORK CREW PROGRAM**: Each city shall be responsible for paying one-half (½) of the administrative costs as may be necessary for the exercise of the work crew program. Camas will quarterly invoice Washougal of the monthly costs associated with the operation of the work crew program and Washougal shall reimburse Camas one-half (½) of said costs within thirty (30) days of receipt.

Section 9. **INSURANCE**: Each city shall obtain and keep in full force and effect liability insurance protecting itself and its employees, officers and agents, and the party, its employees, officers

and agents, claims of any persons for injuries to life, person or property by reason of anything done or permitted to be done or suffered or admitted to be done by the parties and the administration of the court security program and/or the work crew program. If either party withdraws from the Washington Cities Insurance Authority, that party shall deliver a certificate of insurance showing compliance with this section.

Section 10. **TERMINATION**: Either party shall have the right to terminate this entire agreement, or any participation in either program referred to herein, with or without cause, upon 180 days written notice to the other party. Such notice shall be sufficient if it is in writing and deposited in the United States mail, certified mail, return receipt requested, with postage fully prepaid and addressed to the parties at their last know addresses as follows:

CITY OF CAMAS  
P.O. Box 1055  
Camas, WA 98607

CITY OF WASHOUGAL  
1701 "C" Street  
Washougal, WA 98671

Any such notice shall be deemed conclusively to have been delivered to the address thereof within seventy-two (72) hours, exclusive of Sundays and legal holidays, after deposit thereof in said U.S. mail.

Section 11. **INDEMNIFICATION / INSURANCE REQUIREMENTS**: Camas shall maintain liability insurance at standard levels provided by the Washington Cities Insurance Agency (WCIA) or equivalent. Should Camas withdraw from membership in WCIA they shall provide Washougal with a one year notice.

Camas does release, indemnify and promise to defend and save harmless the City of Washougal, their elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action and claims, including costs and reasonable attorney's fees incurred by Washougal, their elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant

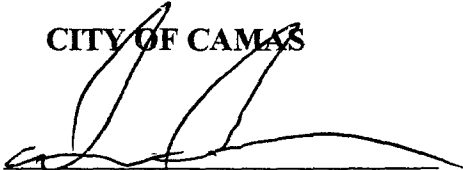
to this Agreement. In making such assurances, Camas specifically agrees to indemnify and hold harmless Washougal from any and all bodily injury claims which are brought against Washougal. Provided, however, this paragraph does not purport to indemnify Washougal against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of Washougal, their elected officials, officers, employees and agents.

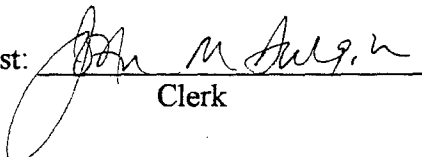
Section 12. **FILING:** This agreement shall be filed with the city clerks of Camas-Washougal and with the Clark County Auditor.

Section 13. **EFFECTIVE DATE:** This agreement shall be effective upon signing by the respective parties hereto and upon compliance with the filing provisions of the preceding section.

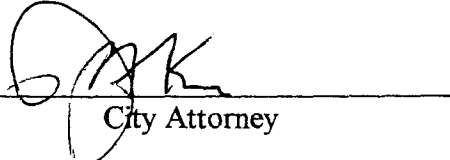
DATED this 2 day of October, 2000.

**CITY OF CAMAS**

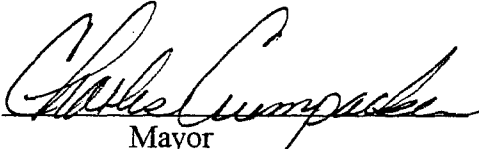
By:   
Mayor

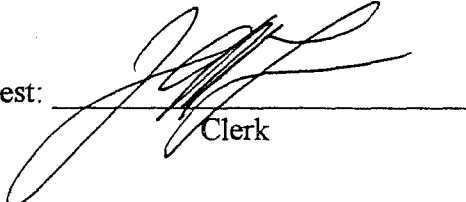
Attest:   
Clerk

Approved as to form:

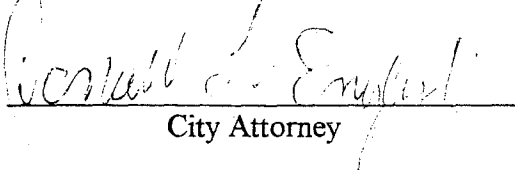
  
City Attorney

**CITY OF WASHOUGAL**

By:   
Mayor

Attest:   
Clerk

Approved as to form:

  
City Attorney