

PA 01-109

Interlocal Governmental Contract

Between

City of Camas, State of Washington

and

Clark County Prosecuting Attorney's Office

In accordance with the Interlocal Cooperation Act (RCW, Ch. 39.34) and the City and _____, Clark County, a municipal corporation and legal subdivision of the State of Washington (the "County") and the City of _____ (the "City"), in consideration of the payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties, to covenant and agree as follows:

ARTICLE I

PURPOSE OF CONTRACT / AUTHORITY

Chapter 308, the 1996 laws of Washington, state that each city and town is responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanors and gross misdemeanor offenses committed by adults in their respective jurisdictions and referred from their respective law enforcement agencies whether filed under state law or city ordinance. Cities may elect to carry out these responsibilities by entering into interlocal agreements to provide these services.

Persons arrested without a warrant and held in custody are entitled to have a neutral magistrate determine whether probable cause exists to continue to hold such persons within 48 hours after arrest. Therefore, hearings must be held Friday afternoons and Sundays. The undersigned parties agree that the most efficient way to cover such probable cause hearings would be to centralize and consolidate representation of city cases at those hearings.

ARTICLE II

DUTIES

1. The Clark County Prosecuting Attorney shall provide a sufficient number of Deputy Prosecuting Attorneys to represent the undersigned cities at probable cause determination hearings scheduled on Friday afternoons and Sundays. The Deputy Prosecuting Attorney shall present to the court the information provided by police agency which formed the basis of probable cause to arrest the defendant. If it is determined by the Deputy Prosecuting Attorney that the information contained in the police reports or declaration of probable cause is insufficient, the deputy Prosecuting Attorney shall, prior to submission to the magistrate, make

reasonable efforts to contact the agency to obtain additional information which may supplement the basis for probable cause.

2. The Deputy Prosecuting Attorney will provide to the chief a report of those cases in which additional information was required to be obtained in order to sustain a finding of probable cause.

3. The county shall keep track of the number of cases requiring probable cause determination processed for each agency.

ARTICLE III

COSTS

For all incorporated cities the total cost shall be \$13,000 annually.

ARTICLE IV

DURATION

This Contract shall effect on July 1, 2001, and shall automatically from year to year thereafter unless terminated pursuant to the terms and conditions of this Contract or amended by the parties.

ARTICLE V

ADMINISTRATION OF AGREEMENT

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

ARTICLE VI

PROPERTY

All equipment, property, or improvements used to effectuate this agreement shall become the sole property of the party who provided the equipment, property, or improvement.

ARTICLE VII

INTERPRETATION

This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both parties that this

Agreement shall be governed by the laws of the State of Washington. Venue shall be Clark County, Washington.

ARTICLE VIII
AMENDMENTS

No amendment or modification of this Agreement may be made unless such amendment or modification is written and executed by both parties.

ARTICLE IX
MODIFICATION / TERMINATION / ARBITRATION

Each party to this Contract agrees that this Contract will be renewed annually on or before July 1 of each year and any proposed changes will be presented at a time to allow both parties to fully discuss the proposed changes.

If an agreement as to the levels of compensation within an interlocal agreement or contract for gross misdemeanor and misdemeanor services cannot be reached between a city and county, then either party may invoke binding arbitration on the compensation issued by notice of the other party. In the case of nonrenewal of an existing contract or interlocal agreement, the notice must be given one hundred twenty days prior to the expiration of the existing contract or agreement and the existing contract or agreement remains in effect until a new agreement is reached or until an arbitration award on the matter of fees is made. The city and county each select one arbitrator, and the initial two arbitrators pick a third arbitrator.

ARTICLE X
INDEMNIFICATION

The City shall indemnify and hold harmless the County, its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of duties performed pursuant to this Agreement.

In the event that any suit based upon such a claim, action, loss, or damages brought against a county, the City shall defend the same at its sole cost and expense; provided, that the

County retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgment is rendered against the County, and its officers, agents, and employee, or any of them, or jointly against the County and the City and their respective officers, agents, and employee, or any of them, the City shall satisfy the same.

ARTICLE XI

BILLING

Clark County shall bill the City semi-annually, and the City will remit payment within thirty (30) days following receipt of the quarterly billing. The City agrees that it will pay its portion of the \$13,000 annual cost for providing services pursuant to this Agreement based upon such City's percent proportion of population of citizens in the incorporated area of Clark County. Currently those percentages are as follows:

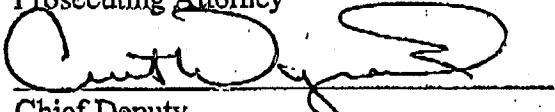
Clark County 2001 Population Estimates

Incorporated	182,170	
		% of Incorporated
Battle Ground	10,040	5.5
Camas	12,970	7.1
La Center	1,735	1.0
Ridgefield	2,175	1.2
Vancouver	145,300	79.8
Washougal	8,790	4.8

IN WITNESS WHEREOF, the participating jurisdictions have caused this Agreement to be executed on the day and year set forth hereinbelow.

EXECUTED on the day and year first written below.

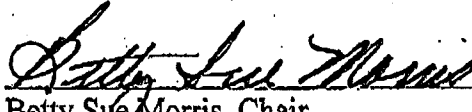
Approved as to form:
ARTHUR D. CURTIS
Prosecuting Attorney



Chief Deputy

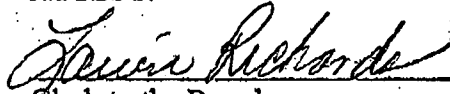
Date: 9/20/2001

BOARD OF COUNTY COMMISSIONERS
Clark County, Washington



Betty Sue Morris, Chair

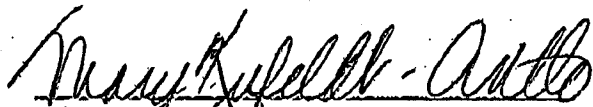
ATTEST:



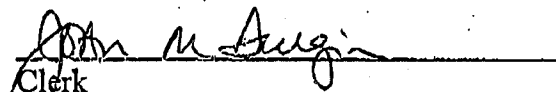
Clerk to the Board

EXECUTED on the day and year first written below.

CITY OF CAMAS, WASHINGTON




Mayor
Date: 8/13/01



Clerk

Approved as to form:



City Attorney

Revenue coding: 0001,000.270.338150.000.000000

Clark County Prosecuting Attorney Probable Cause Hearing Billings

CUST#	CUSTOMER	SEMI-ANNUAL	YEARLY AMT	POPULATION	% OF INCORPORATED	INVOICE NO.		
		2008 Estimates						
	INCORPORATED	\$	13,000.00	217,370				
1860	BATTLE GROUND	\$	499.68	\$	999.36	16,710	7.69%	700001 635
1842	CAMAS PD	\$	499.38	\$	998.76	16,700	7.68%	700001 636
1853	LA CENTER	\$	75.06	\$	150.11	2,510	1.15%	700001 637
1818	RIDGEFIELD	\$	120.06	\$	240.12	4,015	1.85%	700001 638
1811	VANCOUVER	\$	4,856.24	\$	9,712.47	162,400	74.71%	700001 639
1803	WASHOUGAL	\$	403.09	\$	806.18	13,480	6.20%	700001 640
	TOTAL:	\$	6,453.50	\$	12,907.00	215,815	99.28%	

Unallocated: \$ 93.00 1,555 0.72%

Notes: 7/2/2008 Billed through June 30, 2008

**April 1 Population of Cities, Towns, and Counties
Used for Allocation of Selected State Revenues
State of Washington**

**Caution: Annual change may not be valid due to corrections and data changes. Estimates for individual years may not be comparable. Estimates in this series are not revised based on information that becomes available after the estimate date.
Evaluate growth by looking at the growth between the last census and most current estimate.**

County Municipality	Census	Estimate							
	2000	2001	2002	2003	2004	2005	2006	2007	2008
Clark	345,238	352,600	363,400	372,300	383,300	391,500	403,500	415,000	424,200
Unincorporated	166,279	170,430	175,710	179,825	184,650	188,955	196,090	201,135	206,830
Incorporated	178,959	182,170	187,690	192,475	198,650	202,545	207,410	213,865	217,370
Battle Ground	9,322	10,040	11,110	12,560	14,220	14,960	15,810	16,240	16,710
Camas	12,534	12,970	13,540	14,200	15,360	15,460	15,880	16,280	16,700
La Center	1,654	1,735	1,805	1,855	1,990	2,095	2,315	2,440	2,510
Ridgefield	2,147	2,175	2,145	2,165	2,195	2,630	3,225	3,680	4,015
Vancouver	143,560	145,300	148,800	150,700	152,900	154,800	156,600	160,800	162,400
Washougal	8,595	8,790	9,100	9,775	10,770	11,350	12,270	12,980	13,480
Woodland part	92	95	85	85	80	90	90	75	85
Yacolt	1,055	1,065	1,105	1,115	1,135	1,160	1,220	1,370	1,470