

**CAMAS-WASHOUGAL MUNICIPAL COURT
INTER-LOCAL AGREEMENT**

This Agreement is entered into between the City of Camas, a municipal corporation, and the City of Washougal, a municipal corporation, pursuant to RCW 39.34, the Inter-local Cooperation Act:

RECITALS

1. WHEREAS, the City of Camas and the City of Washougal entered into an inter-local agreement with Clark County District Court on January 1, 1997, for the provision and utilization of court services, and
2. WHEREAS, the City of Camas and the City of Washougal entered into a inter-local agreement on January 1, 1997, for Municipal Court Facilities, and
3. WHEREAS, the City of Camas and the City of Washougal entered into a modified inter-local agreements with Clark County District Court on June 1, 2010, for the provision and utilization of court services, and
4. WHEREAS, the City of Camas and the City of Washougal each desire to retain the municipal court services provided by Clark County District Court, and
5. WHEREAS, the modified inter-local agreement assumes that the City of Camas and the City of Washougal will be transitioning to direct payment for reasonable and necessary costs not included in the modified inter-local agreement with Clark County District Court, and
6. WHEREAS, the City of Camas will be the host agency and incur the costs, through direct payment, associated with operation of the Camas-Washougal Municipal Court not included in the June 1, 2010, modified inter-local agreement, and the parties agree further modification of the cost sharing between the Cities is required, and
7. WHEREAS, the City of Camas and the City of Washougal desire to enter into an agreement for the continued efficient operation of the Camas-Washougal Municipal Court.

AGREEMENT

NOW, THEREFORE, to carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. This agreement shall be effective on December 31, 2010, and shall continue until either party shall give to the other 365 days written notice of termination, or the mutual agreement of the parties.

2. This agreement herein incorporates the modified inter-local agreements entered into on June 1, 2010, between the parties and Clark County, by and through its District Court. Both the City of Camas and the City of Washougal shall be responsible for paying their respective billings from the Clark County District Court.
3. Said modified inter-local agreement does not account for all the costs and expenses associated with facilities and operation for the Camas-Washougal Municipal Court, therefore, the parties agree as follows:
 - (a) The City of Camas shall be the host agency.
 - (b) The City of Camas shall be responsible for directly paying the cost and expense items deemed reasonable and necessary in the operation of the Camas-Washougal Municipal Court, not included in the modified inter-local agreement entered on June 1, 2010, with Clark County District Court. Such costs and expenses may include but are not limited to: the lease of a court building, court security, sonitrol alarm system, utilities, recycling/garbage/shredding, phone, fax, copy, property insurance for the court building, and facility maintenance and upkeep.
 - (c) The City of Camas shall submit quarterly billings to the City of Washougal based upon the costs and expenses and fractional share calculation.
 - (d) The fractional share shall be calculated as follows: the cost basis will be a percentage of the costs for operation based upon the following factors: (1) financial responsibility for 50% of the established percentage of the costs is allocated between the two cities based upon their proportional share of a rolling five (5) year average of cases filed by the city (excluding parking infractions) utilizing each city's caseload data as published by the Washington State Administrator's Office of the Courts; and (2) financial responsibility for the other 50% of the established percentage of the costs is allocated between the two cities based on each city's proportional share of the total sworn officers authorized with the respective city's approved budgets for the rate setting period. Camas and Washougal shall each provide the other city with the required sworn officer budget information in a timely fashion. The percentage of costs will be renewed annually, and will represent a good faith effort amongst the parties to take into account the true costs of providing municipal court services.
 - (e) The City of Washougal shall timely reimburse the City of Camas for its share of the quarterly expenses, as detailed in the quarterly billing.
4. Written requests and verbal explanations shall be consistent with the budgetary policies, procedures, and timetables applicable to each city. The budget shall clearly set forth the costs to be divided between each municipality.
5. The City of Camas shall submit to regular financial audits by the City of Washougal regarding this agreement. The City of Washougal shall retain the right to inspect all records regarding this agreement. Reports of such audits will be public record.

6. All capital equipment, hereinafter defined as equipment of a value in excess of \$1,000 purchased after the date of this agreement, shall be jointly owned by the parties. In the event this agreement is terminated for any reason, then within thirty (30) days of the date of termination, the parties shall determine the respective distribution of said property based upon the fractional share calculation, whether by retaining said property and/or purchase at book value.
7. The City of Camas shall maintain liability insurance at standard levels provided by the Washington Cities Insurance Agency (WCIA) or equivalent. Should the City of Camas withdraw from membership in WCIA, it shall provide the City of Washougal with one year advance notice.
8. Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.
9. Payment of invoices by the City of Washougal shall be made to the City of Camas Finance Department. All other notices, requests, demands and other communications required by this agreement shall be in writing, and shall be deemed to have been given at the time of delivery if personally delivered or faxed and at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated below or at such address as any party may designate at any time in writing.
10. If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
11. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
12. In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

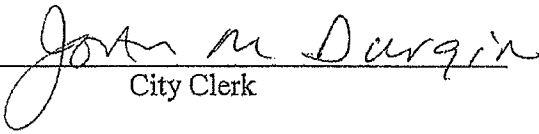
CITY OF CAMAS

By: Paul D. [Signature]
Mayor

CITY OF WASHOUGAL

By: [Signature]
Mayor

Attest:



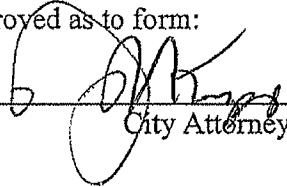
City Clerk

Attest:



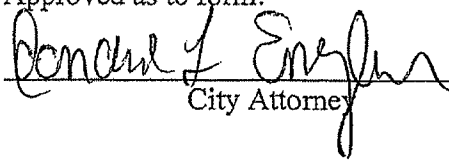
City Clerk

Approved as to form:



City Attorney

Approved as to form:



City Attorney