

**MODIFICATION OF AN INTER-LOCAL AGREEMENT**

BETWEEN

**Clark County**  
PO Box 5000,  
Vancouver, Washington 98666-5000  
(360) 397-2436 – Fax (360) 896-9878

AND

**The City of Vancouver**  
PO Box 1995, Vancouver, Washington 98668-1995  
(360) 696-8177

THIS MODIFIED INTER-LOCAL AGREEMENT, entered into this 25<sup>th</sup> day of May 2011, between Clark County, by and through its District Court Corrections entity hereinafter referred to as “Corrections”, and the The CITY OF VANCOUVER, a municipal corporation and charter city of the first class in the State of Washington, hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, the parties entered into a INTER-LOCAL AGREEMENT on January 1, 2011 for the provision and utilization of offender work crew 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:

A. Article VI – COMPENSATION - is amended with deleted language in “strike through” and added language in “double underline” as follows:

A. Corrections will be compensated for Work Crews at the rate of \$450.00 per crew day exclusive of any applicable taxes. Over the two year term of this modified Agreement, the parties authorize Work Crew usage of up to 1,576 1,606 crew days, and not to exceed \$738,338.00 \$752,945.00, which shall include applicable taxes. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Article XVI below.

- B. In the event that the tax rate increases over the term of this Agreement, the remaining Work Crew days available under this Agreement will be reduced to comply with the not to exceed amount of ~~\$738,338.00~~ \$752,945.00.
- C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of ~~\$738,338.00~~ \$752,945.00 is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. Corrections will process a contract modification according to the procedural requirements outlined in Article XVI below.

B. Article VII – BILLING METHOD AND PROCESS - subsection “B” is amended with deleted language in “strike through” and added language in “double underline” as follows:

B. The billing invoice will identify the dates the work was done, resources used, and include the amount due for that billing period. Any work accomplished for the Vancouver Fire Department will be tracked separately by Corrections and distinguished on the billing invoices such that the parties can readily identify the use and drawdown of the additional 30 work crew days added under the terms of this agreement modification.

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

## II. REASONS FOR MODIFICATIONS:

The City desires an increase of the present inter-local agreement’s budget authority to cover an additional 30 days of work crew services specifically for the needs of the City’s Fire Department. This modification will accomplish that end in a manner that is consistent with Article XVI - 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

**SIGNATURE ON FILE**

\_\_\_\_\_  
Bill Barron, County Administrator

FOR CLARK COUNTY DISTRICT COURT,

**SIGNATURE ON FILE**

\_\_\_\_\_  
Presiding Judge

Approved as to form:

**SIGNATURE ON FILE**

\_\_\_\_\_  
Deputy Prosecuting Attorney

CITY OF VANCOUVER, a municipal  
corporation and charter city of the first class in  
the State of Washington

**SIGNATURE ON FILE**

\_\_\_\_\_  
Eric Holmes, City Manager

Attested:

**SIGNATURE ON FILE**

\_\_\_\_\_  
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

**SIGNATURE ON FILE**

\_\_\_\_\_  
Ted H. Gathe, City Attorney