

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Philip Morley, County Administrator



DATE: November 22, 2010

SUBJECT: Amendment No. 2 to Regional Service Agreement for Municipal Court and Jail Services (AFN 536232); City of Port Townsend

STATEMENT OF ISSUE:

Board of County Commissioner approval is requested for Amendment No. 2 to the Regional Service Agreement for Municipal Court and Jail services provided by Jefferson County to the City of Port Townsend.

ANALYSIS:

For a number of years by Regional Service Agreement, Jefferson County has provided the City of Port Townsend with Municipal Court and Jail services. The County and the City entered into a Regional Service Agreement on July 16, 2008 (recorded at AFN 536232), and adopted a first amendment for 2009 (recorded at AFN 548030).

The attached proposed Amendment No. 2 would:

- Continue the Agreement to cover Municipal Court and jail services provided in 2010;
- Provide for City payment for District Court services at \$199,570 in 2010;
- Raise the City's full day reimbursement rate for County Jail Services from \$73.25 in 2009 to \$76.40 in 2010, and the Jail rate for releases before 5:00 pm from \$36.65 in 2009 to \$38.20 in 2010. This change reflects the percent change in jail labor costs.

On November 15, 2010, the Port Townsend City Council voted to authorize City Manager David Timmons to sign Amendment No. 2.

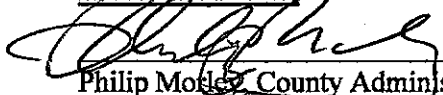
FISCAL IMPACT:

The proposed Amendment would maintain City reimbursement for District Court services by at the same level as 2009. The proposed Amendment would also increase Jail service reimbursements by 4.3%, the same percent change in the County's Jail labor costs.

RECOMMENDATION:

Approve and sign the proposed Amendment No. 2 to the Regional Service Agreement for Municipal Court and Jail Services (AFN 536232), as previously amended (AFN 548030).

REVIEWED BY:


Philip Morley, County Administrator

11/17/10
Date

Attachments:

- Proposed Amendment No. 2
- Regional Service Agreement for Municipal Court and Jail Services (AFN 536232)
- First Amendment (AFN 548030)

CONTRACT REVIEW FORM

CONTRACT WITH: City of Port Townsend

CONTRACT FOR: Amendment 2 Muni Court & Jail Regional Svc **TERM:** Jan 1 – Dec. 31, 2010

COUNTY DEPARTMENT:	<u>County Administrator</u>
For More Information Contact:	
Contact Phone #:	<u>(360) 385-9100</u>
RETURN TO:	RETURN BY:
(Person in Department)	(Date)

AMOUNT: \$199,570 Muni Crt + Jail reimbursmnt

PROCESS:

- Exempt from Bid Process
- Consultant Selection Process
- Cooperative Purchase
- Competitive Sealed Bid
- Small Works Roster
- Vendor List Bid
- RFP or RFQ
- Other: Interlocal Agreement

Revenue: \$199,570 + jail reimb
 Expenditure: N/A
 Matching Funds Required: N/A
 Sources(s) of Matching Funds: N/A
 Source of Funds: _____

Step 1:	REVIEW BY RISK MANAGEMENT	
	Review by: <u></u>	<u>11/12/10</u>
	Date Reviewed: _____	
<input checked="" type="checkbox"/> APPROVED FORM	<input type="checkbox"/> Returned for revision (See Comments)	
Comments _____		

Step 2:	REVIEW BY PROSECUTING ATTORNEY	
	Review by: <u>ALVAREZ David Alvarez</u>	
	Date Reviewed: <u>11/12/2010</u>	
<input checked="" type="checkbox"/> APPROVED AS TO FORM	<input type="checkbox"/> Returned for revision (See Comments)	
Comments _____		

Step 3: (If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL
 Submit originals and 9 copies of Contract, Review Form, and Agenda Bill to BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign. MUST be in BOCC Office by 5 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

AMENDMENT NO. 2 TO THE REGIONAL SERVICE AGREEMENT

(Municipal Court and Jail Services)

by and between

Jefferson County

and

the City of Port Townsend

WHEREAS, Jefferson County (herein referred to as "County") and the City of Port Townsend (herein referred to as "City") entered into a Regional Service Agreement on July 16, 2008 (recorded at AFN 536232), providing for the County to provide Municipal Court and Jail Services to the City (the "2008 Agreement for Municipal Court and Jail Services"); and

WHEREAS, the parties executed a first amendment to the 2008 Agreement for Municipal Court and Jail Services on November 9, 2009 (recorded at AFN 548030), extending the term and amending the terms of the Agreement; and

WHEREAS, the parties by this Amendment No. 2 desire to further extend and amend the 2008 Agreement for Municipal Court and Jail Services on the terms set forth in this second Amendment;

NOW, THEREFORE, the 2008 Agreement for Municipal Court and Jail Services as previously amended is hereby amended as follows:

1. Amendment - Duration. Section 2 Duration is amended to read:

- 2. DURATION.** This AGREEMENT shall be in effect when the terms of Section 7.3 of this AGREEMENT are satisfied and terminate at midnight on the 31st day of December, 2010.

2. Amendment - Fees for Probation and Court Services. Subsection 5.1 Municipal Court is amended to read:

5.1 Municipal Court.

The City shall pay the sum of \$199,570 for 2010.

3. Amendment – Day rates for Jail Services. Subsection 5.2.3 is amended to read:

5.2.3 The day rate shall be \$69.50 for 2008, \$73.25 for 2009 and \$76.40 for 2010. If booking occurs and is chargeable to the City, then the minimum amount charged to the City for that person pursuant to this AGREEMENT shall be one day's day rate or \$69.50 for 2008, \$73.25 for 2009 and \$76.40 for 2010. The City shall be charged \$76.40 in 2010 for each additional day a person remains in the custody of County Corrections when that person's custody by County Corrections is chargeable to the City. The charge to the City for the day of release of a person from County Corrections custody shall be not less than \$34.75 for 2008, \$36.65 for 2009 and \$38.20 for 2010 to those released before 1700 hours or 5:00 PM. local time and \$69.50 for 2008, \$73.25 for 2009 and \$76.40 in 2010 to those released after 1700 hours or 5:00 PM local time.

4. Amendment – Payment schedule. Subsection 7.1 is amended to read:

7.1 In 2010, reimbursement shall be made no later than fifteen (15) business days after the last party executes this Agreement.

5. Other Terms Not Affected. Except as set forth in this Amendment No. 2, all other sections of the 2008 Agreement for Municipal Court and Jail Services as previously amended remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 2010.

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

CITY OF PORT TOWNSEND

Chairman

David Timmons, City Manager

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

David W. Alvarez 11/12/2010

Deputy Prosecuting Attorney

City Attorney

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

RETURN ADDRESS

Jefferson County Board of Commissioners
P.O. Box 1220/1820 Jefferson Street
Port Townsend, WA 98368

Please print neatly or type information

DOCUMENT TITLE

2008 Regional Services Agreement for Municipal Court & Jail Services

REFERENCE NUMBER (S) OF RELATED DOCUMENTS

_____ Additional Reference #'s on page _____

GRANTOR (S) (Last, First and Middle Initial)

Jefferson County

_____ Additional grantor on page _____

GRANTEE (S) (Last, First and Middle Initial)

City of Port Townsend

_____ Additional grantee on page _____

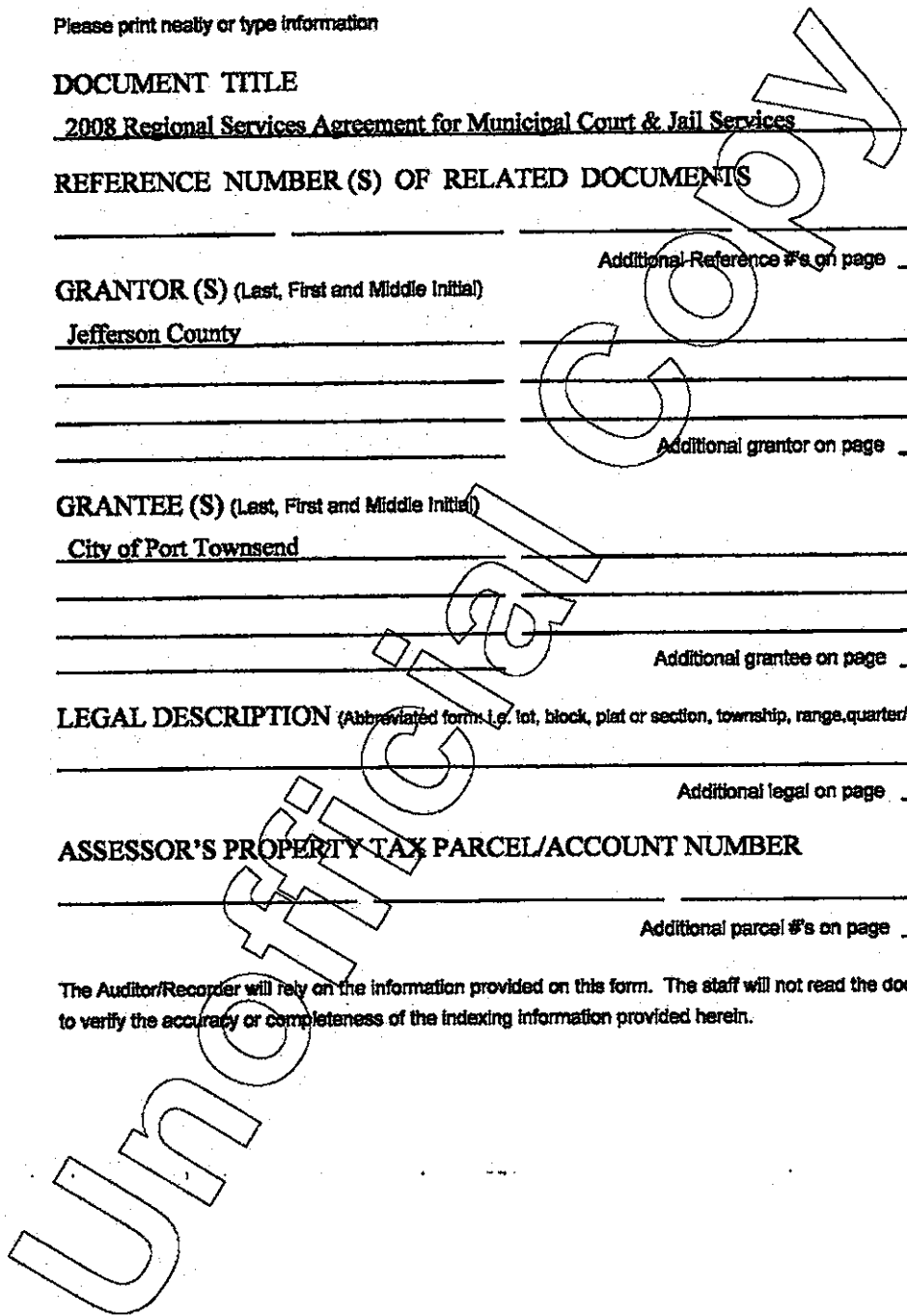
LEGAL DESCRIPTION (Abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

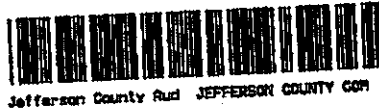
_____ Additional legal on page _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

_____ Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.





536232

Page: 2 of 15
09/05/2020 04:23P
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Jefferson County Aud JEFFERSON COUNTY COM

REGIONAL SERVICE AGREEMENT

(Municipal Court and Jail Services)

by and between

Jefferson County

and

the City of Port Townsend

THIS AGREEMENT is entered into by and between the City of Port Townsend, a municipal corporation of the State of Washington (hereinafter referred to as the City), and Jefferson County, a municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the County), for certain Regional Services as described.

RECITALS

WHEREAS, Chapter 39.34 RCW permits local governmental units to make official use of their powers enabling them to cooperate with other localities on the basis of mutual advantage; and

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WHEREAS, the City and the County agree that providing certain services on a regional basis will provide more efficient, effective, and less costly services for citizens within both the City and unincorporated portions of the County, thereby better serving the public; and

WHEREAS, these regional services are in addition to statutory services provided by Jefferson County, as a political subdivision of the State, on behalf of all the citizens of the County funded by County property taxes levied on properties within Port Townsend; and

WHEREAS, the level of funding provided by the City for this AGREEMENT controls and dictates, to some extent, the scope and quantity of services that the County is capable of providing pursuant to this AGREEMENT, the City shall make all good faith efforts to fund this AGREEMENT in the full amount listed below and shall notify the County in writing as soon as reasonably and practicably possible if and when it finds it cannot; and

WHEREAS, the City adopted Resolution 99-076 and the County adopted Resolution 96-99 declaring an AIntent to Facilitate and Examine Joint Ventures of Common Service Programs Jointly with City of Port Townsend; and

WHEREAS, the City adopted a Resolution authorizing the City Manager to enter into an Agreement with the County for certain Law and Justice Services for the Budget Year 2007 and following; and

WHEREAS, it is the goal of the City and County to serve their citizens by providing such regional type services on an equitable cost basis; and

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Regional Services Agreement: Municipal Court and Jail Services

WHEREAS, the City and the County have the technical and professional expertise to provide services described in this agreement.

NOW, THEREFORE, in Consideration of the Mutual Covenants Contained Herein, and pursuant to provisions of Ch. 39.34 RCW, the parties agree as follows:

AGREEMENT

1. **PURPOSE.** It is the purpose of this AGREEMENT to provide the City with Municipal Court Services; and Jail Services by contracting for said services from the County, and to set forth the powers, rights, and responsibilities of the parties to this AGREEMENT.
2. **DURATION.** This AGREEMENT shall be in effect when the terms of Section 7.3 of this AGREEMENT are satisfied and terminate at midnight on the 31st day of December, 2008. The respective legislatures of the parties to this AGREEMENT may extend this AGREEMENT for one or more one-year periods by approving and executing a document stating their intent to do so not less than twenty-one (21) days before the expiration of this AGREEMENT.
3. **SUPERSEDES.** This agreement supersedes all previous agreements or amendments.
4. **FUNDING FORMULA.** The formula for funding distribution, when based on annual service activity, shall be calculated as the last quarter of the previous year and the first three quarters of the current year.
5. **PROGRAM SERVICES.** The following program services shall be provided through this agreement, to the extent made possible by the County's lawfully adopted budget

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**Ordinance and the City's funding of this AGREEMENT:****5.1 Municipal Court**

Funding based on previous years Municipal Court criminal citation and infraction caseload filings as a percentage of total caseload filings of the Jefferson County District Court. This service also includes court security, public defense and probation services. The formula is total program costs (including cost allocated overhead), less State and Federal grants distributed by the percent of case load activity between City residents and residents in the unincorporated area. The amount of program costs distributed to the City is the City's share of this regional service and as shown on Exhibit A. Exhibit A includes the following categories: Infractions Filed; Citations Filed; Jury Trials; and Other Hearings. The dollar amount owed by the City to the County is listed separately elsewhere in this Agreement and as shown on Exhibit B. This includes a 60% share of Court Security salary, benefits, and overhead. It also includes the District Court annual budget. These amounts are adjusted relative to the City of Port Townsend caseload filings as a percentage of total caseload filings of the Jefferson County District Court. All fines and forfeitures generated by City residents shall be deposited with the City.

5.2 Jail Services

5.2.1 There shall be a per day rate (or Aday rate) charged to the City for each person booked or held by the County's Corrections Department for City inmates.

Unofficial



5.2.2 A City Inmate means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial:

- 1. A subject is arrested by a PTPD Officer for a violation of city ordinance or a violation of a state law that designates the crime as a misdemeanor or gross misdemeanor.**
- 2. A subject is arrested on a misdemeanor or gross misdemeanor by a PTPD Officer citation issued by the City Prosecutor.**
- 3. A subject is arrested by any law enforcement agency on a warrant originating from a City misdemeanor or gross misdemeanor charge initiated by a PTPD Officer or a citation filed by the City Prosecutor.**
- 4. A subject is charged with a probation violation on a charge originating from a City misdemeanor or gross misdemeanor charge initiated by a PTPD Officer or a citation filed by the City Prosecutor.**
- 5. The person is booked or confined by reason of subsection 1 through 4 above, in combination with charges, investigations of charges, and/or warrants of other governments, and the booking or confinement by reason of subsection 1 through 4 above is determined to be the most serious charge. A felony shall always be the most serious charge. Where the combination of charges filed are misdemeanors from multiple jurisdictions, the charges filed shall be the longest sentence (if sentenced), or the highest total bail.**



PROVIDED:

- a. A City charge (set forth above) is not the principal basis for confining a person, and the day rate shall not apply, where the person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- b. A City charge filed (set forth above) is not the principal basis for confining a person, and the day rate shall not apply, where the person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State or City misdemeanor or gross misdemeanor.
- c. The day rate shall not apply to those arrested by City law enforcement officers as a sole result of warrants that did not originate or emanate with the City.

5.2.3 The day rate shall be \$69.50. If booking occurs and is chargeable to the City, then the minimum amount charged to the City for that person pursuant to this AGREEMENT shall be one day's day rate or \$69.50. The City shall be charged \$69.50 for each additional day a person remains in the custody of County Corrections when that person's custody by County Corrections is chargeable to the City. The charge to the City for the day of release of a person from County Corrections custody shall be not less than \$34.75 to those released before 1700 hours or 5:00 PM local time and \$69.50 to those released after 1700 hours or 5:00 PM local time.

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Regional Services Agreement: Municipal Court and Jail Services

5.2.4 The parties endorse recovery of costs incurred due to emergency response and incarceration and other penalties set by the legislature to the extent allowable and attainable, including, recovery for costs of incarceration (RCW 9.94A.760, RCW 10.01.160), and restitution for emergency response (RCW 38.52.430), and agree to cooperate to have the Court impose and collect to the extent possible allowable fines and costs. In addition, the parties agree to work together to reduce jail costs through alternatives to incarceration, for example, home detention, and to have the Court utilize such alternatives where appropriate.

6. COUNTY PERFORMANCE. The County agrees as follows:

6.1 The County shall sufficiently staff, operate and maintain contracted services at a level commensurate with those services as currently provided to the extent authorized by the lawfully adopted budget Ordinances of the City and County.

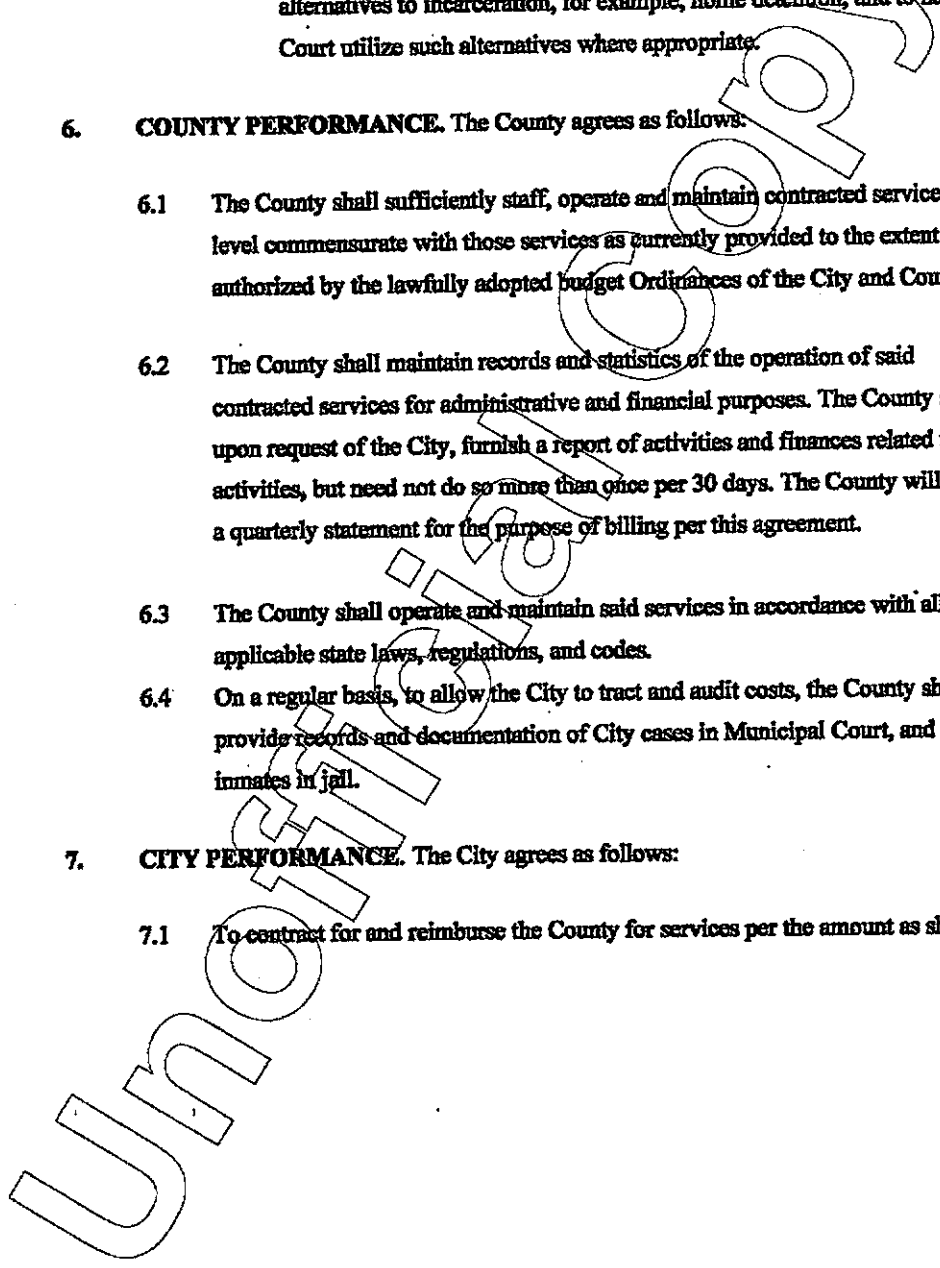
6.2 The County shall maintain records and statistics of the operation of said contracted services for administrative and financial purposes. The County shall, upon request of the City, furnish a report of activities and finances related to said activities, but need not do so more than once per 30 days. The County will furnish a quarterly statement for the purpose of billing per this agreement.

6.3 The County shall operate and maintain said services in accordance with all applicable state laws, regulations, and codes.

6.4 On a regular basis, to allow the City to track and audit costs, the County shall provide records and documentation of City cases in Municipal Court, and City inmates in jail.

7. CITY PERFORMANCE. The City agrees as follows:

7.1 To contract for and reimburse the County for services per the amount as shown





Regional Services Agreement: Municipal Court and Jail Services

below. Reimbursement shall be made as follows: the first of four quarterly payments equal to 25% of the amount shown shall be made no later than fifteen (15) business days after the last party executes this Agreement and then there shall be additional quarterly payments made on May 1, 2008, August 1, 2008 and November 1, 2008.

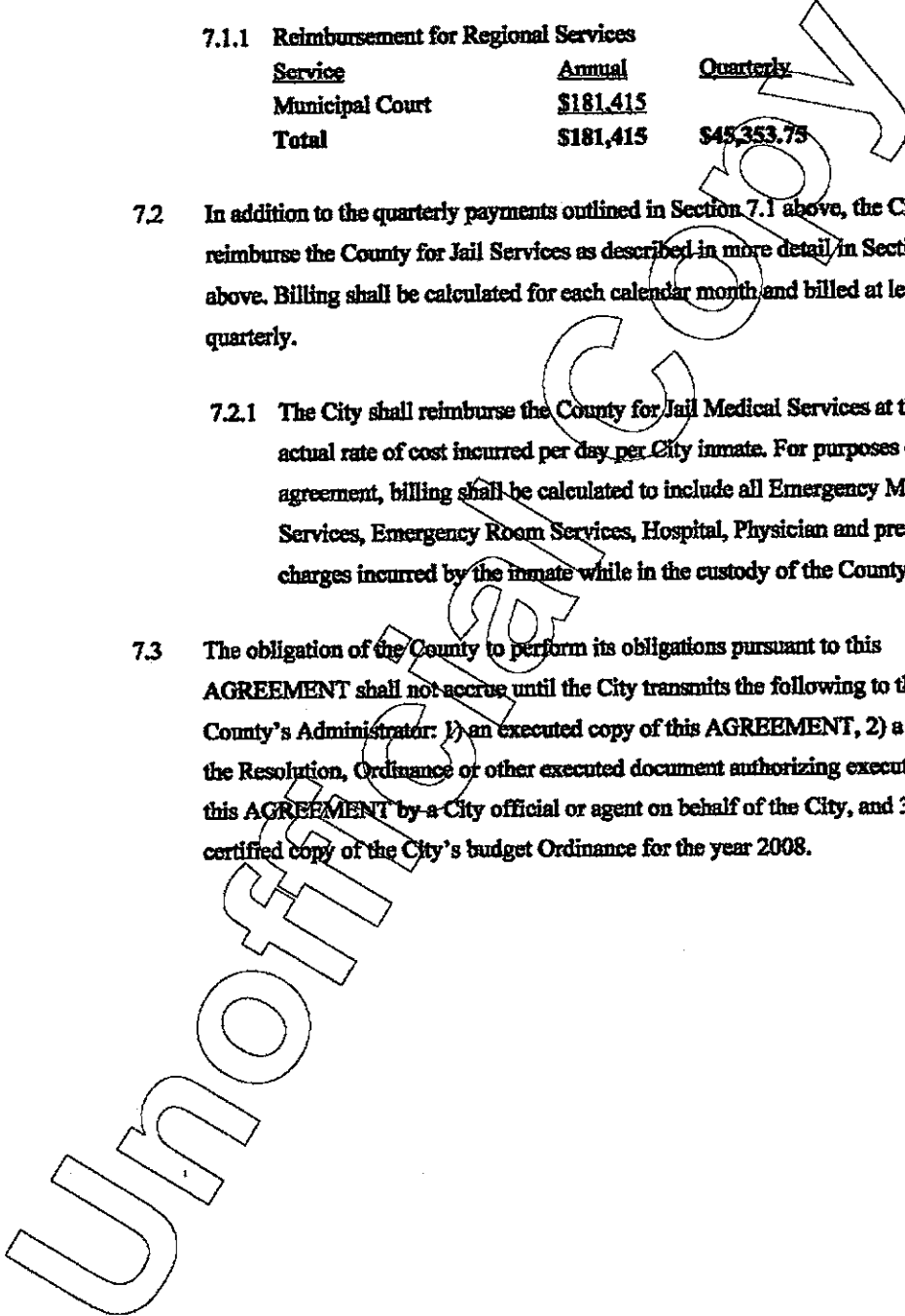
7.1.1 Reimbursement for Regional Services

<u>Service</u>	<u>Annual</u>	<u>Quarterly</u>
Municipal Court	\$181,415	
Total	\$181,415	\$45,353.75

7.2 In addition to the quarterly payments outlined in Section 7.1 above, the City shall reimburse the County for Jail Services as described in more detail in Section 5.2 above. Billing shall be calculated for each calendar month and billed at least quarterly.

7.2.1 The City shall reimburse the County for Jail Medical Services at the actual rate of cost incurred per day per City inmate. For purposes of this agreement, billing shall be calculated to include all Emergency Medical Services, Emergency Room Services, Hospital, Physician and prescription charges incurred by the inmate while in the custody of the County.

7.3 The obligation of the County to perform its obligations pursuant to this AGREEMENT shall not accrue until the City transmits the following to the County's Administrator: 1) an executed copy of this AGREEMENT, 2) a copy of the Resolution, Ordinance or other executed document authorizing execution of this AGREEMENT by a City official or agent on behalf of the City, and 3) a certified copy of the City's budget Ordinance for the year 2008.



**Regional Services Agreement: Municipal Court and Jail Services**

8. **LIABILITIES.** Except for liability that is subject to immunity as provided in Chapter 38.52 RCW, each party agrees to defend, indemnify, and to hold the other party harmless from any claims directly resulting from such party's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of such party.
9. **DISPUTES BETWEEN THE PARTIES.** The following dispute resolution mechanisms shall govern this agreement:
- 9.1 Should a dispute arise between the City and the County, the parties may resolve the same by submitting the dispute for resolution by negotiation between the parties or non-binding mediation through the Peninsula Dispute Resolution Center. The mediator shall be selected by mutual agreement of the parties and the cost of mediation shall be shared equally between the parties. Should the parties be unable to negotiate a resolution or refuse to accept a mediated resolution to a dispute, then the parties agree to abide by the process described with RCW 39.34.180(3), which calls for binding arbitration with a three-person arbitration panel.
- 9.2 In the event a dispute over the terms of this AGREEMENT necessitates the procurement of legal services, the prevailing party shall be entitled to reasonable attorneys fees and costs.
- 9.3 Neither party to this AGREEMENT can terminate this AGREEMENT pursuant to Section 10.3.1 below for an alleged Aconsistent pattern of violation, etc... unless they first notify the respective County Administrator or City Manager in writing of the facts which constitute an alleged Aconsistent pattern of violation and provide the party to this AGREEMENT that is allegedly not in compliance with this AGREEMENT ten (10) business days to cure or remedy the alleged failure of performance.

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**Regional Services Agreement: Municipal Court and Jail Services**

10. MODIFICATION, WITHDRAWAL AND TERMINATION. This agreement may be modified, withdrawn or terminated as follows:

10.1 This AGREEMENT may be modified or extended in duration by mutual agreement of the parties.

10.2 The parties hereto may withdraw from this AGREEMENT only by legislative act by their representative governing body communicated to the other party in writing. Such withdrawal by the County shall be effective no sooner than midnight of the ninetieth (90) day following notice of withdrawal. Such withdrawal by the City shall be made pursuant to RCW 39.34.180(4) and RCW 3.50.810.

10.3 Termination of this AGREEMENT may be imposed upon any user under the following circumstances:

10.3.1 The County determines that a consistent pattern of violation, abuse, or disregard of operational policies by a users personnel exists, and such finding is communicated to the parties in writing.

10.4 The parties to this AGREEMENT agree that all terms of this AGREEMENT shall be subject to renegotiation and review, but not to termination, if during the term of this AGREEMENT the chief financial officer(s) of the City certifies in writing to the County Administrator that the City, because of unexpected and/or unforeseen and/or unfavorable financial occurrences, events or constraints, wishes to or must fund this AGREEMENT in an amount that represents less than ninety-five percent (95%) of the gross annual contract amount listed in Section 7.1.1 of this AGREEMENT.

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**Regional Services Agreement: Municipal Court and Jail Services****11. GENERAL TERMS.** The following general terms shall govern this agreement:

11.1 This AGREEMENT contains terms and conditions agreed upon by the parties.

The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT.

11.2 Nondiscrimination; Equal Employment Opportunity.

11.2.1 In the performance of this AGREEMENT, the parties and their employees and agents shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

11.2.2 Without limiting the generality of the foregoing, the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, handicap or marital status, and as required by law the parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, handicap or marital status.

11.2.3 Further, the parties and their employees and agents shall not at any time discriminate against any other persons or entity because of race, color, religion, age, sex, national origin, handicap or marital status, nor shall the parties engage in or knowingly permit their agents and employees to engage in sexual harassment.

11.2.4 The parties shall keep and maintain any and all records which may be required by law in connection with compliance with this section.

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Regional Services Agreement: Municipal Court and Jail Services

11.3 Wage and Hour Laws. The parties shall at all times comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and any other federal or state legislation affecting its employees, and the rules and regulations issued there under, insofar as applicable to its employees.

12. **MUTUAL OBJECTIVES.** Each party agrees to aid and assist the other in accomplishing the objectives of this AGREEMENT.

13. **BINDER.** This AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, we here unto attach our signatures this 16 day of July 2008.

CITY OF PORT TOWNSEND



David Timmons, City Manager

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

 08/04/08

Phil Johnson, Chairman

APPROVED AS TO LEGAL FORM:



John Watts, City Attorney

APPROVED AS TO LEGAL FORM:

 7/24/08

David Alvarez, Deputy Prosecuting Attorney

ATTEST:



Pam Kolacy, City Clerk

ATTEST:



Julie Matthes, Deputy Clerk of the Board

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536232

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AGR 56.00

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EXHIBIT A

BY FILINGS

	Jefferson County	Port Townsend	Total
Infractions Filed			
Traffic	6251	951	7202
Non Traffic	228	12	240
Parking	6	63	69
Subtotal	6485	1026	7511
Citations Filed			
DWI	161	61	222
Other Traffic	396	110	506
Misdemeanor	483	152	635
Subtotal	1040	323	1363
Jury Trials	24	19	43
Other Hearings	4611	2007	6618
Total	12160	3375	15535

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536232

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PDF

EXHIBIT B

Filings	2007
All	15535
Port Townsend	3375
Port Townsend %	21.73%

Court Security	2008	
Salary	\$ 35,779	
Overhead 18.32%	\$ 6,555	
Benefits	\$ 16,883	
Total	\$ 59,217	
60% to District Court	\$ 35,530	\$ 35,530

District Court	2008	
District Court Budget	\$ 799,329	\$ 799,329
Subtotal	\$	834,859
Port Townsend Filings 21.73%	\$	181,415

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548030 PGS:7 AGR

11/19/2009 02:02 PM \$69.00 JEFFERSON COUNTY COMMISSIONERS
Jefferson County WA Auditor's Office - Donna Eldridge, Auditor

RETURN ADDRESS

Jefferson County Commissioners
P.O. Box 1220
Port Townsend, WA 98368

Please print neatly or type information

DOCUMENT TITLE

2009 Regional Services Agreement for Municipal Court and Jail Services

REFERENCE NUMBER (S) OF RELATED DOCUMENTS

Additional Reference #'s on page _____

GRANTOR (S) (Last, First and Middle Initial)

Jefferson County

Additional grantor on page _____

GRANTEE (S) (Last, First and Middle Initial)

City of Port Townsend

Additional grantee on page _____

LEGAL DESCRIPTION (Abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Additional legal on page _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional parcel #'s on _____

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AMENDMENT TO THE REGIONAL SERVICE AGREEMENT

(Municipal Court and Jail Services)

by and between

Jefferson County

and

the City of Port Townsend

WHEREAS, Jefferson County (herein referred to as "County") and the City of Port Townsend (herein referred to as "City") entered into a Regional Service Agreement on July 16, 2008 (recorded at AFN 536232), providing for the County to provide Municipal Court and Jail Services to the City (the "2008 Agreement for Municipal Court and Jail Services"); and

WHEREAS, the parties by this Amendment desire to extend and amend the 2008 Agreement for Municipal Court and Jail Services on the terms set forth in this Amendment;

NOW, THEREFORE, the 2008 Agreement for Municipal Court and Jail Services is hereby amended as follows:

1. Amendment - Duration. Section 2 Duration is amended to read:

2. DURATION. This AGREEMENT shall be in effect when the terms of Section 7.3 of this AGREEMENT are satisfied and terminate at midnight on the 31st day of December, 2009. The respective legislatures of the parties to this AGREEMENT may extend this AGREEMENT for one or more one-year periods by approving and executing a document stating their intent to do so not less than twenty-one (21) days before the expiration of this AGREEMENT.

Unofficial Copy

2. Amendment - Fees for Probation and Court Services. Subsection 5.1 Municipal Court is amended to read:

5.1 Municipal Court.

Funding based on previous years Municipal Court criminal citation and infraction caseload filings as a percentage of total caseload filings of the Jefferson County District Court. This service also includes court security, public defense and probation services. The formula is total program costs (including cost allocated overhead), less State and Federal grants distributed by the percent of case load activity between City residents and residents in the unincorporated area. The amount of program costs distributed to the City is the City's share of this regional service and as shown on Exhibit A for 2008 and Exhibit A-2 for 2009. Exhibits A and A-2 include the following categories: Infractions Filed; Citations Filed; Jury Trials; and Other Hearings. The dollar amount owed by the City to the County is listed separately elsewhere in this Agreement and as shown on Exhibit B for 2008 and Exhibit B-2 for 2009. This includes a 60% share of Court Security salary, benefits, and overhead. It also includes the District Court annual budget. These amounts are adjusted relative to the City of Port Townsend caseload filings as a percentage of total caseload filings of the Jefferson County District Court.

In addition to other compensation, the County shall be entitled, effective January 1, 2009, to receive and retain all court-ordered costs as defined in RCW 10.01.160 that would have been paid to the City as a result of City cases, including:

- pre-trial supervision;
- deferred prosecution;
- preparing and serving warrants;
- incarceration;
- other costs of supervision, including probation;
- direct costs relating to evaluating and reporting to the court.

The above does not include costs paid for private services. For example, if the court orders a defendant to participate in pre-trial or post-trial supervision with services provided by a private agency, the costs paid by the defendant for those services would be paid to the City to be applied directly to the agency's costs (unless the County paid the costs directly to the agency). All fines and forfeitures other than the court-ordered costs as defined in RCW 10.01.160 generated by City residents shall be deposited with the City.

3. Amendment – Day rates for Jail Services. Subsection 5.2.3 is amended to read:

5.2.3 The day rate shall be \$69.50 for 2008 and \$73.25 for 2009. If booking occurs and is chargeable to the City, then the minimum amount charged to the City for that person pursuant to this AGREEMENT shall be one day's day rate or \$69.50 for 2008 and \$73.25 for 2009. The City shall be charged \$69.50 for each additional day a person remains in the custody of County Corrections when that person's custody by County Corrections is chargeable to the City. The charge to the City for the day of release of a person from County Corrections custody shall be not less than \$34.75 for 2008 and \$36.65 for 2009 to those released before 1700 hours or 5:00 PM local time and \$69.50 for 2008 and \$73.25 for 2009 to those released after 1700 hours or 5:00 PM local time.

4. Amendment – Payment schedule. Subsection 7.1 is amended to read:

7.1 To contract for and reimburse the County for services per the amount as shown below. In 2008 reimbursement shall be made as follows: the first of four quarterly payments equal to 25% of the amount shown shall be made no later than fifteen (15) business days after the last party executes this Agreement and then there shall be additional quarterly payments made on May 1, 2008, August 1, 2008 and November 1, 2008. In 2009 reimbursement for all four quarters shall be made no later than fifteen (15) business days after the last party executes this Agreement.

7.1.1 Reimbursement for Regional Services for Municipal Court in 2008:

<u>Service</u>	<u>Annual</u>	<u>Quarterly</u>
Municipal Court	\$181,415	\$45,353.75
Total	\$181,415	\$45,353.75

7.1.2 Reimbursement for Regional Services for Municipal Court in 2009:

<u>Service</u>	<u>Annual</u>
Municipal Court	\$199,570
Total	\$199,570

5. Other Terms Not Affected. Except as set forth in this Amendment, all other sections of the 2008 Agreement for Municipal Court and Jail Services remain in full force and effect.

th IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this 9 day of November, 2009.

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

CITY OF PORT TOWNSEND

Ronald Sullivan
Chairman

David Timmons
David Timmons, City Manager

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

David Abraham 11/2/09
Deputy Prosecuting Attorney

[Signature]
City Attorney

ATTEST:

ATTEST:

Eira Sandgren
Clerk of the Board

Sheila Speare, Deputy
City Clerk

Unofficial

EXHIBIT A-2**Jefferson County District Court Filings**

District Court Filings	Infractions Filed	Citations Filed	Jury Trials	Other Hearings	TTL 2008 Actual
Port Townsend	1,066	281	17	2,202	3,566
County	5,735	1,142	50	5,772	12,699
All	6,801	1,423	67	7,974	16,285
Port Townsend %					21.92%

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EXHIBIT B-2

Jefferson County District Court Costs

Cost Categories		2009 Budget
Court Security Budget: District & Superior Courts:		
Salary	\$ 40,062	
Overhead 18.73%	\$ 7,504	
Benefits	\$ 18,106	
TTL District & Superior Courts	\$ 65,672	
District Court Share of Security	60% to District Court	\$ 39,403
District Court Budget	\$ 674,116	\$674,116
Public Defender	\$ 393,497	\$188,749
Total District Court Costs		\$910,267
Port Townsend % from Exhibit A:		21.92%
Port Townsend Allocated Cost		\$199,570

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