

First Amendment to Professional Services Contract

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT (this “First Amendment”) is made effective July 1, 2024 (the “Effective Date”) by and between Clark County District Court, after this called “District Court,” a political subdivision of the State of Washington, and the City of Vancouver, after this called “Contractor,” a Washington municipal corporation to that certain Professional Services Contract between District Court and Contractor effective through December 31, 2024 (the “Contract”) with this First Amendment and the Contract collectively constituting the “Services Contract.”

WITNESSETH

WHEREAS, the Contract effected an agreement for Contractor to provide particular professional services in the form of prosecutorial functions of City cases that are referred to Clark District Court Community Court, as set forth in an attached Statement of Work based on Contractor’s expertise (the “Services”); and

WHEREAS, District Court had previously secured donated space in which Contractor conducted the Community Court Services and no longer has access to a facility available in which Contractor can provide the Services; and

WHEREAS, that space is no longer adequate to support the provision of Contractor services and District Court and Contractor have mutually agreed that Contractor has available facility space for rent located at 5107 E. Fourth Plain Blvd, Vancouver, WA 98661, commonly known as the “Zhen Building,” in which the Community Court Services can regularly and consistently be provided; and

WHEREAS, the intent of this First Amendment is to implement a Use Agreement for the provision of such Community Court space and provide a Mental Health Sales Tax budget line allocation for the space rent to be paid by District Court to the Contractor pursuant to the Use Agreement; and

NOW, THEREFORE, THE DISTRICT COURT AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. **Amendment.** In exchange for the consideration specified therein and pursuant to the Space Use Agreement attached hereto as “Schedule 1,” Contractor shall provide District Court space in which the Contractor shall perform the Services.

2. **Definitions.** Unless otherwise provided herein, capitalized terms used and not defined in this First Amendment have the meanings assigned to such terms in the Contract.

3. **Legal Effect.** Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, District Court and the Contractor have executed this First Amendment as of the Effective Date.

Clark County District Court

City of Vancouver

Bryan Farrell, Court Administrator

Eric Holmes, City Manager

Contractor Approval of Form:

By: Jonathan Young, City Attorney

Clark County, Washington

Approved as to Form Only:

ANTHONY F. GOLIK
Prosecuting Attorney

Kathleen Otto, County Manager

Curtis Burns, Deputy Prosecuting Attorney

Date

Date

First Amendment – Schedule 1

Community Court Space Use Agreement

THIS SPACE USE AGREEMENT (this “Use Agreement”) is made effective July 12, 2024 (the “Effective Date”) by and between Clark County District Court, after this called “District Court,” a political subdivision of the State of Washington, and the City of Vancouver, after this called “Contractor,” a Washington municipal corporation pursuant to that certain Professional Services Contract between District Court and Contractor, as amended by the First Amendment executed of even date herewith (the “Services Contract”).

1. **Term and Extension.** This Use Agreement shall be binding from July 12, 2024 (the “Commencement Date”) through December 31, 2024 and run concurrent with the Services Contract (the “Term”). Contingent upon renewal or extension of the Services Contract, this Use Agreement may also be renewed or extended by the parties.
2. **Building Location.** Pursuant to the Services Contract and this Use Agreement, the Community Court Services shall be performed at 5107 E. Fourth Plain Blvd, Vancouver, WA 98661, commonly known as the “Zhen Building.” The Zhen Building is owned by Contractor, with 60% of property acquired by the City water fund and 40% acquired by the City general fund.
3. **Space.** The specific space District Court is renting in the Zhen Building for use by Contractor in the provision of the Community Court Services is Unit 105 comprising 2,400 square feet (the “Space”).
4. **Use.** District Court shall have access to the Space every Friday during the Term from 7:00am to 6:00pm Pacific Time for the purpose of Contractor providing the Community Court Services required by the Services Contract. Additionally, District Court may continuously utilize a secure storage area designated by Contractor within the Space during the Term for purposes of storing District Court personal property deployed in provision of the Services. As mutually agreed upon by the parties, the Space may be available to District Court for special events and/or maintenance at other times.
5. **Space Rental Rate.** District Court shall pay the Contractor an annual rent rate for the Space of \$6.00 per square foot (“Space Rent”), calculated on a monthly basis and prorated on a 30-day calendar month for any usage of less than one month. Space Rent shall therefore equal \$1,200 per month.
6. **Early Access and Space Rent Commencement.** District Court shall have early access to the Space beginning on July 2, 2024, and the Space Rent shall begin on the Commencement Date.

7. **Rent Payment.** District Court will pay to Contractor the Space Rent on or before the 1st of each month for the following month of space rental.
8. **Contractor Rent Allocation.** Because the current fair market value annual rental rate of the Space is \$10 per square foot and the Space Rent assessed is \$6 per square foot, Contractor shall internally allocate all of the Space Rent paid by District Court to the City water fund account in accordance with the Zhen Building ownership distribution described above.
9. **Signage & Tenant Improvements.** District Court may install signage on the Building and construct minor modifications, including installation of information technology (IT) and criminal justice information services (CJIS) facilities, to the Space at District Court's sole cost and expense (the "IT Improvements"), subject to advance written approval by Contractor. District Court shall be responsible for causing any such Improvements to be made in accordance with all applicable laws and regulations.
10. **Space Improvements.** Contractor responsible for minimal Space improvements to include moving an internal, non-loadbearing wall to allow for an expanded courtroom area, completing necessary repairs to ceiling and floor.
11. **Furnishings.** Collaboratively, Contractor and District Court we will ensure that basic furnishings are installed from their respective surplus property inventory on or before July 12, 2024.
12. **Parking.** Visitors and guests of District Court may utilize designated parking at the Zhen Building while participating in the Services delivered pursuant to the Services Contract at no additional cost beyond the Space Rent.
13. **Building Services.** Contractor shall provide and cover the cost of basic utilities, security (excluding CJIS security which shall be provided by District Court), and janitorial services and shall conduct necessary maintenance and repair on the Zhen Building to ensure commercially reasonable use of the Space.
14. **Insurance.** Contractor and District Court both self-insure. Contractor shall be responsible to provide commercially reasonable real property insurance on the Zhen Building and commercially reasonable personal injury insurance for the Space. District Court shall be responsible to provide commercially reasonable personal property and general commercial liability insurance for the Space.
15. **Definitions.** Unless otherwise provided herein, capitalized terms used and not defined in this Use Agreement have the meanings assigned to such terms in the Services Contract.
16. **Services Contract Controls.** This Use Agreement is made pursuant to the Services Contract and, except as expressly provided herein, this Use Agreement is controlled by the Services Contract and shall be construed in accordance therewith.

IN WITNESS WHEREOF, District Court and the Contractor have executed this Use Agreement as of the Effective Date.

Clark County District Court

City of Vancouver

Bryan Farrell, Court Administrator

Eric Holmes, City Manager

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