

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MAPLE VALLEY AND THE CITY OF KENT FOR  
MUNICIPAL COURT SERVICES**

**FIRST AMENDMENT**

This First Amendment (hereinafter "First Amendment") to the Interlocal Agreement Between the City of Maple Valley and the City of Kent for Municipal Court Services (hereinafter "Agreement") is made and entered into by and between the City of Maple Valley ("Maple Valley"), a municipal corporation in the State of Washington and the City of Kent ("Kent"), a municipal corporation in the state of Washington, collectively the ("Parties").

WHEREAS, the Parties entered into the Agreement which took effect on January 1, 2015; and

WHEREAS, the Agreement expires on January 1, 2018; and

WHEREAS, the Parties have agreed to extend the Agreement for an additional term and make other minor Amendments to become effective at the beginning of the new term of the Agreement;

NOW, THEREFORE, in consideration of the terms and provisions set forth below, it is mutually agreed by and between Maple Valley and Kent as follows:

**A. Amendment of Section 4 of Agreement.** Section 4 of the Agreement is amended as follows:

4. Fees.

4.1. Flat Fee. In consideration of the services and supplies enumerated in Sections 2 and 3, supra, Maple Valley shall remit to Kent \$175,000.00 annually, to be paid on a monthly basis at the rate of \$14,583.33 each month. The \$175,000.00 annual rate is based upon the following estimates of case filings:

The Parties agree that for any month in which there are filed more than 333 cases (either criminal cases, infractions, or a combination of both), Maple Valley will pay Kent an additional \$4000.00 over and above the monthly rate of \$14,583.33.

~~On January 1, 2016, and on January 1 of each year thereafter that this Agreement is in effect, including any year in which this Agreement is extended, the fees set forth in Section 4.1 shall be subject to an annual inflator in an amount equal to the Seattle-~~

~~Tacoma-Bremerton CPI-W for June of the preceding year; provided, in the event the Seattle-Tacoma-Bremerton CPI-W for June of the preceding year is a negative number, the fees set forth in Section 4.1 shall not be reduced. On January 1, 2018, and on January 1 of each year thereafter that this Agreement is in effect, including any year in which this Agreement is extended, the fees set forth in Section 4.1 shall be subject to an annual inflator in an amount equal to the Seattle-Tacoma-Bellevue CPI-W for June of the preceding year; provided, in the event the Seattle-Tacoma-Bellevue CPI-W for June of the preceding year is a negative number, the fees set forth in Section 4.1 shall not be reduced.~~

4.2. Other Fees and Costs. Kent shall be responsible to pay the following fees and other costs (which costs are not included in the Flat Fee) and invoice Maple Valley monthly for reimbursement of those costs and fees:

- a. Witness fees;
- b. Jury fees and juror summons' fees;
- c. Language interpreter fees;
- d. Cost of printing forms used only by the Maple Valley Court

All other costs not specifically enumerated in Section 4.2 are subsumed in the Flat Fee set forth in Section 4.1.

**B. Amendment of Section 6 of Agreement.** Section 6 of the Agreement is amended as follows:

6. Maple Valley Municipal Court Judge and Judges Pro Tem. The Maple Valley Court Judge will appoint various Judges Pro Tem to conduct Maple Valley Court proceedings. In the event a Kent Municipal Court judge is unavailable to act as Judge Pro Tem for the Maple Valley Court, the Kent Municipal Court shall notify the Maple Valley Judge, and the Maple Valley Judge shall be responsible for scheduling any Maple Valley Court Judges Pro Tem. Maple Valley shall be responsible for paying the cost of Maple Valley Judges Pro Tem. The Maple Valley Court Judge will review statements of probable cause and provide signed orders of release or the setting of bail to the Kent Municipal Court for any defendant booked into jail, and provide a copy of that order to the pertinent jail. Kent Municipal Court personnel shall set first appearance or arraignment dates for Maple Valley defendants that have been booked into jail only after receipt of a signed order from the Maple Valley Court Judge or a duly appointed Maple Valley Judge Pro Tem. The Maple Valley Court Judge may promulgate local court rules for the Maple Valley Court, as well as administrative orders. Nothing in this Section shall operate to prevent the Maple Valley Court Judge from working cooperatively with the Kent Presiding Judge on the coordination of local rules for Maple Valley that are similar to, or mirror, local court rules promulgated by the Kent Municipal Court, but such decisions are discretionary with the Maple Valley Court Judge.

In those cases in which a person who is arrested for a Maple Valley matter is required to appear in court before the close of the next court day pursuant to CrR 3.2.1(d)(1), the Maple Valley Judge or Maple Valley Judge Pro Tem will make their best effort to appear at the preliminary appearance. In those instances, however, in which the Maple Valley Judge or Maple Valley Judge Pro Tem are not able to appear, the Kent Judge or Kent Judge Pro Tem shall preside over the preliminary appearance. The City reserves the right to invoice Maple Valley for the costs of the Kent Judge or Kent Judge Pro Tem for the costs of handling Maple Valley Preliminary Appearances.

C. **Amendment of Section 9 of Agreement.** Section 9 of the Agreement is delete and replaced with the following:

9. **Effective Date - Duration.** This Agreement shall be in effect from January 1, 2018 until January 1, 2020; provided, this Agreement may be extended for up to three additional years by written agreement of the Chief Administrative Officer of Kent and the City Manager of Maple Valley.

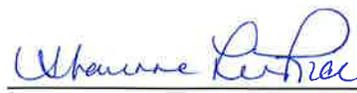
D. **Remainder of Agreement to Remain in Effect.** The remainder of the Agreement shall remain in full force and effect unless further amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

**CITY OF MAPLE VALLEY**

  
\_\_\_\_\_  
Laura K. Philpot, City Manager  
Dated: 12.11.17

ATTEST:

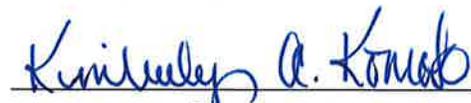
  
\_\_\_\_\_  
Shaunna Lee-Rice, City Clerk  
Dated: 12/11/2017

Approved as to Form:

**CITY OF KENT**

  
\_\_\_\_\_  
Suzette Cooke, Mayor  
Dated: 12/22/17

ATTEST:

  
\_\_\_\_\_  
Kimberley A. Komoto, City Clerk  
Dated: 12/26/17

Approved as to Form:

\_\_\_\_\_  
Patricia Taraday  
City Attorney

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Stephen Rochon

Maple Valley Court Judge

Dated: 1-11-18

  
\_\_\_\_\_  
Tom Brubaker

City Attorney

Dated: 1/2/18

  
\_\_\_\_\_  
Glenn Phillips

Kent Municipal Court Presiding Judge

Dated: 1/2/18

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**CONTRACT/GRANT/DOCUMENT ROUTING & APPROVAL FORM**

**PLEASE COMPLETE THE FOLLOWING:**

(Initial or mark N/A)

- 1. Save the Word version of contract to: mv-file1/cityclerk/contracts/2\_pending contracts, select the appropriate year. Include contracting party in file name.
- 2. Type the Resolution Number on the contract signature page, if applicable.
- 3. Print a minimum of two originals. (The number of originals should be the same as the number of signatories.)
- 4. All attachments/exhibits referenced in the contract must be attached. (Each copy of the original contract/agreement must include attachments/exhibits.)

**PLEASE INCLUDE THE FOLLOWING** (Please do not staple these items to the contract):

(Initial or mark N/A)

- Requested  1. One copy of the vendor/service provider's 1) Certificate of Insurance and 2) Policy Endorsement naming the City of Maple Valley as an additional insured, if applicable.
- 2. One copy of Council's authorizing resolution (signed or unsigned), if applicable.
- N/A  3. One copy of the entity's corporate registration information from the Secretary of State's website (see instructions on page 2). If the services provider is a sole proprietor, this WILL NOT apply.
- 4. A W-9 Tax Identification form, either completed or blank.
- N/A  5. One copy of the company's information from the MSRC Roster (if applicable, see instructions on page 2)

**CONTRACT INFORMATION**

The Deputy City Clerk will coordinate contract review and arrange for final execution. Once signed by the City, the contract originals will be mailed to the vendor/service provider. The vendor/service provider is responsible for signing and returning one signed original to the Deputy City Clerk. The Clerk's Department will hold the City's original. A scanned copy will be distributed to the originating department and to Finance. Please COMPLETE the following section for expeditious contract execution:

**Type of document:**

- |                                       |                                      |  |   |                                    |
|---------------------------------------|--------------------------------------|--|---|------------------------------------|
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Maintenance | <input type="checkbox"/> Services        | <input checked="" type="checkbox"/> Inter Gov't | <input type="checkbox"/> Amendment |
| <input type="checkbox"/> Grants       | <input type="checkbox"/> Goods       | <input type="checkbox"/> Lease Agreement | <input type="checkbox"/> Other                  |                                    |

Contract Originator: Laura Philpot Date: 11-27-17  
Department: City Manager Resolution No. (if any): R-17-1196  
Contractor/Vendor/Lessor: City of Kent Jail  
Description: Jail Services  
Contract Modification: Amendment #1 Contract/Bid/RFP #: C-14-1145  
Effective Date: 1-1-18 Termination Date: 1-1-20 Renewal/Continuation: extended up to 3 times  
Total Amount (including reimbursable expenses): \$175,000 + additional bookings CIP #: \_\_\_\_\_  
Account Code (must be completed): 001-3301000-51250-513360  
Available Budget: \$208,280

Comments: \_\_\_\_\_

**ROUTE FOR SIGNATURE**

(Please Sign and Date)

- 1. Dept. Head: \_\_\_\_\_
- 2. Deputy City Clerk: \_\_\_\_\_
- 3. Finance: [Signature] 12/11/17
- 4. City Attorney: [Signature] 12-2-17
- 5. City Clerk: [Signature] 12/11/2017
- 6. City Manager: [Signature] 12-11-17
- 7. City Clerk (attest): [Signature] 10/11/2017
- 8. Alt. Authorized Director: \_\_\_\_\_

<b>For City Clerks Department Use</b>	
Clerk Receiving: <u>2663</u>	<input checked="" type="checkbox"/> Mailed <u>12/13/17</u>
Contract No.: <u>C-14-1145</u>	Received _____
	Scanned _____
	Emailed _____