

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MAPLE VALLEY AND
THE CITY OF ENUMCLAW**

THIS 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 Enumclaw (“Enumclaw”), a municipal corporation in the state of Washington.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Ch. 39.34 RCW and Municipal Courts – Alternative provision, Ch. 3.50 RCW; and WHEREAS, Maple Valley incorporated on August 31, 1997; and

WHEREAS, pursuant to state law, Maple Valley adopted Ordinance O-98-071 establishing its own municipal court; and

WHEREAS, by separate interlocal agreement, the City of Enumclaw has provided municipal court services to Maple Valley since 1999 at the Enumclaw Courthouse but those services will terminate on December 31, 2012; and

WHEREAS, the services to be provided by Enumclaw for court services through December 31, 2012, include the processing of Maple Valley criminal citations and infractions, and administrative services by Court personnel; and

WHEREAS, Maple Valley has negotiated with the City of Kent (“Kent”) to begin providing court services to Maple Valley beginning January 1, 2013; and

WHEREAS, Maple Valley desires to have Enumclaw continue to provide services to Maple Valley associated with the collection of certain financial obligations for criminal citations and infractions;

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

1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued processing of Maple Valley criminal citations and infractions (“cases”) by the Enumclaw Municipal Court wherein such cases have no continuing jurisdiction other than the collection of financial obligations.
2. Municipal Cases and Municipal Court Services.
 - 2.1. Municipal Court Services. The following court services shall be provided by Enumclaw under this Agreement:

- a. Court Staff: Enumclaw shall provide court staff necessary to continue to process all payments for all Maple Valley cases beginning January 1, 2013, wherein such cases have not been transferred to Kent. "Court staff" is defined as one or more court clerks, and a court administrator.
- b. Miscellaneous Equipment, Facility, and Utility Costs. Enumclaw shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the continued processing of Maple Valley cases. Enumclaw shall provide all office space necessary for the processing of such cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Enumclaw will be responsible for payment of all utility charges such as power, water, sewer, solid waste, and telephone services for any portion of the facility or facilities utilized to process Maple Valley municipal cases.

3. Fees.

3.1 In consideration of the services and supplies enumerated in Section 2, supra, Enumclaw shall be entitled to keep ninety (90) percent of the amount collected per individual Maple Valley case, after deducting the appropriate cost owed to the State of Washington and to King County. Enumclaw shall provide to Maple Valley an accounting of the monthly revenues received from each Maple Valley case by the (20) twentieth day of each month following the collection of said revenues, accompanied by a reconciliation statement for the monies paid by Enumclaw to Maple Valley after the deduction of Enumclaw's percentage as set forth herein. The total amount remitted each month by Enumclaw to Maple Valley shall be: the amount owed to the State of Washington, and to King County for each Maple Valley case, plus (10) ten percent of the remaining revenue collected for each Maple Valley case.

3.2 Maple Valley shall have thirty (30) days to review the accounting and the reconciliation statement provided by Enumclaw, and must dispute, in writing, within that thirty (30) day period, any amount in question. Any dispute by Maple Valley as to the reconciliation statement shall require the parties to meet informally within thirty (30) days of Enumclaw's receipt of Maple Valley's written dispute, to discuss the dispute and attempt to resolve it. Any informal resolution shall be reduced to writing. Should the parties be unable to informally resolve a dispute over the reconciliation statement, the parties agree to seek mediation services to resolve the dispute, with each party bearing its own costs for mediation, prior to seeking any remedy through judicial proceedings.

4. Effective Date; Duration. This Agreement shall be effective as of 12:01 AM January 1, 2013 and shall remain in full force and effect until terminated. Either party may provide notice of intent to terminate this Agreement with ninety (90) days

written notice to the other party.

5. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.
6. Property. This Agreement does not provide for the acquisition, holding or disposal of real or personal property.
7. Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Manager for Maple Valley or his/her designee, and the City Administrator for Enumclaw or his/her designee.

8. Indemnification.

8.1 Enumclaw shall indemnify and hold harmless Maple Valley and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of Enumclaw, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against Maple Valley, Enumclaw shall defend the same at its sole cost and expense, provided that Maple Valley retains the right to participate in said suit; and if final judgment be rendered against Maple Valley, and its officers, agents, and employees, or any of them, or jointly against Maple Valley and Enumclaw and their respective officers, agents, and employees, or any of them, the parties shall apportion any damages between them according to the proportionate amount of fault as set forth in the judgment.

8.2 Maple Valley shall indemnify and hold harmless Enumclaw and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of Maple Valley, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Enumclaw, Maple Valley shall defend the same at its sole cost and expense; provided that Enumclaw retains the right to participate in said; and if final judgment be rendered against Enumclaw, and its officers, agents, and employees, or any of them, or jointly against Enumclaw and Maple Valley and their respective officers, agents, and employees, or any of them, the parties shall apportion any damages between them according to the proportionate amount of fault as set forth in the judgment.

8.3 The provisions of this Section shall survive termination of this Agreement.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments hereto.

10. Notices. Notices shall be sent to the following addresses:

City of Maple Valley
P.O. Box 320
Maple Valley, WA 98038
Attn: City Manager

City of Enumclaw
1339 Griffin Avenue
Enumclaw, WA 98022
Attn: City Administrator

11. Attorney's Fees. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

12. Severability.

12.1 If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

12.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

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

CITY OF MAPLE VALLEY

CITY OF ENUMCLAW

David W. Johnston
City Manager

Michael Thomas
City Administrator

ATTEST:

ATTEST:

Shaunna Lee Rice
Interlocal Agreement
Page 4 of 5

Meredith Shirey

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Christy A. Todd
City Attorney

Michael J. Reynolds
City Attorney

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

~~Christy A. Todd~~ Patricia Taraday
City Attorney, Interim

Michael J. Reynolds
City Attorney