

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

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 Kent (“Kent”), a municipal corporation in the state of Washington, collectively the (“Parties”).

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, the City of 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, known as the Municipal Court of the City of Maple Valley (“Maple Valley Court”); and

WHEREAS, the Maple Valley City Council appointed a municipal court judge (“Maple Valley Court Judge”) for a four year term in Resolution, R-98-078 and has re-appointed a municipal judge by similar resolution upon the expiration of each term of appointment; and

WHEREAS, Maple Valley does not own a facility suitable for conducting municipal court and continues to need a venue in which to conduct municipal court proceedings; and

WHEREAS, Kent, which is located in King County, operates a municipal court known as the Municipal Court of the City of Kent (“Kent Municipal Court”); and

WHEREAS, Kent is willing to provide a venue and certain municipal court services to the Maple Valley Court at the Kent Municipal Court pursuant to terms as set forth in this Agreement; and

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:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the processing of Maple Valley criminal complaints and infractions by the Kent Municipal Court; to set forth the fees to be paid by Maple Valley for such services; and to enumerate the court services to be provided by Kent and the Kent Municipal Court. A further purpose of this Agreement is to set forth that the Maple Valley Court will conduct its proceedings at the Kent Municipal Court, 1220 Central Avenue South, Kent, Washington.

2. Maple Valley Court Cases and Municipal Court Services. The Maple Valley Court and the Kent Municipal Court shall be deemed separate municipal courts for the purposes of Ch. 3.50 RCW. The Kent Municipal Court shall provide the court services enumerated in Section 2.3, *infra*, for all Maple Valley Court cases commenced by Maple Valley. The Kent Municipal Court, through its personnel, shall provide court services enumerated herein to the Maple Valley Court at the same level as the Kent Municipal Court provides for the same type of cases originating in Kent. The Maple Valley Court Judge agrees that the Kent Presiding Judge is responsible for the general supervision and administration of all Kent Municipal Court personnel that will be providing services to the Maple Valley Court. The Kent Municipal Court agrees that the Maple Valley Municipal Court Judge has authority to delegate necessary ministerial duties pertaining to the Maple Valley Court to Kent Municipal Court personnel. Both Parties agree that for purposes of General Rule 29, as written or hereafter amended (incorporated herein as if fully set forth), the Maple Valley Municipal Court Judge is not a supervisor of Kent Municipal Court personnel; however, the Parties agree that Kent Municipal Court personnel are responsible for implementing the Maple Valley Court Judge's orders. Given the agreements set forth herein it is appropriate that the responsibilities of the Presiding Judge as set forth in General Rule (GR) 29 of the Washington Court Rules rest with the Kent Municipal Court Presiding Judge. Thus, for the purposes of GR 29, the Kent Municipal Court Presiding Judge shall be the Presiding Judge of the Kent Municipal Court and shall maintain all of the responsibilities of presiding judge as set forth in GR 29; provided, the Maple Valley Court Judge shall be the Presiding Judge for the purposes of adjudicating Maple Valley Court Cases and for the purposes of engaging in GR 29 responsibilities that are exclusive to Maple Valley Court Cases and which do not impact the operations of the Kent Municipal Court.

2.1. Maple Valley Court Cases - Defined. Maple Valley Court Cases shall include all civil or traffic and other infraction cases, and all misdemeanor criminal complaints commenced by Maple Valley in the Kent Municipal Court on or after January 1, 2013. Maple Valley Court Cases shall also include any civil or traffic and other infraction cases and any misdemeanor criminal complaints filed in the Enumclaw Court prior to January 1, 2013, that are closed and re-opened in the Kent Municipal Court.

2.2. Appointment of Maple Valley Municipal Judge. Pursuant to RCW 3.50.040, the Maple Valley City Council will continue to appoint a Maple Valley Municipal Court judge to adjudicate all Maple Valley Court Cases.

2.3. Municipal Court Services and Supplies. The following court services shall be provided by the Kent Municipal Court under this Agreement:

a. Court Staff. The Kent Municipal Court shall provide personnel necessary to process all Maple Valley Court Cases. "Personnel" is defined as one or more court clerks, and a court administrator. During the regularly scheduled Maple Valley Court calendars, the staffing level provided by the Kent Municipal Court shall also include a minimum of the services of one court clerk in the courtroom and one court clerk in the clerical area to handle inquiries and financial transactions. In addition, Kent shall provide a staffing level of service necessary to timely process all Maple Valley Court Cases. By way of illustration and not limitation, "to timely process" shall include the issuance of all notices to appear; maintenance of Maple Valley Court files for all Maple Valley Court Cases; case scheduling for all Maple Valley Court Cases; calculation and processing of allowable costs, fines and forfeitures; and handling all paperwork for Maple Valley infraction mitigation hearings that are adjudicated via mail. The Kent Municipal Court staff shall utilize the JIS and Sector systems as appropriate.

b. Court Hours. The Kent Municipal Court shall be open Monday through Friday, from 8:30 a.m. to 4:30 pm; provided, the Kent Municipal Court shall not be open during holidays recognized by the City of Kent; and provided further, the Kent Municipal Court may be closed on December 24 and December 31 of each year. Any emergency closure of the Kent Municipal Court due to weather or otherwise shall be at the sole discretion of the Kent Municipal Court Presiding Judge. In the event that an emergency causes the closure of the Kent Municipal Court on a day in which a Maple Valley Court calendar is scheduled, the Kent Municipal Court Administrator shall work with the Maple Valley Court Judge to reschedule cases. In the event that a Maple Valley Court calendar is not concluded by 4:30 pm, the cases remaining on the court calendar will be rescheduled to a different Maple Valley Court calendar.

c. Discovery and Subpoenas. Maple Valley, through its appointed prosecutor, shall be responsible for responding to discovery requests and for issuing subpoenas for Maple Valley witnesses. Kent Municipal Court personnel shall not be responsible for responding to discovery requests. Kent Municipal Court personnel shall issue subpoenas when requested by the defense; provided, the Kent Municipal Court shall not issue subpoenas on behalf of the Maple Valley Prosecutor.

d. Court Security. The Kent Municipal Court shall provide security personnel who shall be present in and around the Kent Municipal Court facilities during hours in which the court is open to the public.

e. Public Defender Screening. The Kent Municipal Court shall provide a screener to perform public defender-screening services in the same manner as this service is performed for the Kent Municipal Court.

f. Probation. For all Maple Valley Court Cases for which probation is

ordered, t h e Kent Municipal Court shall provide probation services of the same nature and at the same level that such services are provided for Kent Cases.

g. Supplies and Forms. T h e Kent Municipal Court shall order forms and paperwork necessary for processing Maple Valley Court Cases. By way of illustration and not limitation, these forms and paperwork include case setting forms, infraction hearing forms, warrants, statement on plea of guilty forms, speedy trial waiver forms and general office supplies. Court forms to be utilized in the name of the Maple Valley Court. Any forms required by Maple Valley and not utilized in a manner such that the form may also be used by the Kent Municipal Court shall be a cost payable by the Maple Valley Court. The cost of forms used by both the Kent Municipal Court and the Maple Valley Court shall be included in the flat fee described in this Agreement.

h. Language Interpretation. T h e Kent Municipal Court shall arrange for and schedule all language interpretation services necessary for the processing of Maple Valley Court Cases.

i. Jurors. T h e Kent Municipal Court shall arrange for the presence of jurors as deemed necessary to adjudicate Maple Valley Court Cases.

j. Miscellaneous Equipment, Facility, and Utility Costs. T h e Kent Municipal Court shall provide and maintain all equipment necessary for the processing of the Maple Valley Court Cases. Kent shall provide the use of Kent's Municipal Court facility and the space necessary for the processing of Maple Valley Court Cases, and all associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Kent 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 Court Cases.

k. Annual Court Calendar. The Parties agree to work cooperatively to establish an annual court calendar that establishes, at least one year in advance, the dates the Maple Valley Court will be in session at the Kent Municipal Court. The annual court calendar includes two court days, one overflow court day, and one jury day per month. Additional court days may be added at the discretion of the court administrator working in cooperation with the Maple Valley Judge. The number of cases set per calendar will be coordinated by the Kent Municipal Court Administrator and the Maple Valley Judge. For purposes of establishing annual court calendars for 2014 and beyond, the Kent Municipal Court Administrator shall work cooperatively with the Maple Valley Court Judge and the appointed Maple Valley Prosecutor, to find mutually agreeable dates for the Maple Valley Court to conduct its proceedings. Final copies of the annual court calendar shall be distributed to the following persons: Kent Municipal Court Administrator, Kent City Attorney, Maple Valley Court Judge, appointed Maple Valley Prosecutor, appointed Maple Valley Public Defender(s), and the Maple Valley City Attorney.

l. Communications. Kent agrees to post information on its website, to

provide information to the public regarding the dates that the Maple Valley Court will be held at the Kent Municipal Court in accordance with the annual court calendar, and to include contact information for Maple Valley, similar to the website information provided by Maple Valley on its website. Kent further agrees to provide a link to the Maple Valley website information on the same subject.

3. Mitigation Hearings. Infraction mitigation hearings will be held pursuant to Maple Valley local court rule. For purposes of this Agreement, a “mitigation hearing” is a hearing requested by the recipient of a traffic infraction to explain mitigating circumstances leading to the commission of the infraction. Present during mitigation hearings will be the Maple Valley Court Judge, and a court clerk provided by the Kent Municipal Court. Mitigation hearings will be scheduled according to the annual court calendar. The Kent Municipal Court’s personnel will be responsible for the scheduling and processing of all paperwork for mitigation hearings. Any fines collected during such mitigation hearings will be processed by the Kent Municipal Court on behalf of the Maple Valley Court and returned to Maple Valley pursuant to and consistent with Section 5, infra.

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.

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.

5. Fines and Forfeitures. With the exception of probation costs, records check costs, copies, and NSF fees that are collected by Kent, Kent shall remit monthly to Maple Valley costs, fines and bail forfeitures associated with Maple Valley Court Cases that were received by Kent the prior month. No state costs or assessments shall be deducted by the Kent Municipal Court from the remittance. Maple Valley shall make appropriate distributions from this remittance to the State of Washington and King County. Maple Valley's monthly flat fee payment to Kent as described in Section 4.1 shall be contingent on Maple Valley's receipt of the monthly remittance from Kent.

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.

7. Appearance by Maple Valley Prosecutor and Indigent Counsel. All determinations relating to the appearance of a prosecutor or indigent defense counsel in a Maple Valley Court Case shall be the responsibility of and shall be made at the sole discretion of Maple Valley and the Maple Valley Court Judge. In any case where the appointed Maple Valley Prosecutor desires to be heard on a particular in-custody issue, the Prosecutor will transmit his or her recommendation by facsimile or email to the Kent Municipal Court Administrator or her designee and the Maple Valley Court Judge in compliance with CrRLJ 3.2.1(b) and RCW 9A.72.085, or, in the alternative, the Prosecutor will appear personally.

8. Kent Prosecutors and Defense Attorneys Shall Not Appear. The Parties agree that the Kent Prosecutor and indigent defense counsel on contract with Kent shall not appear in Maple Valley Court Cases unless a separate contract for such services is agreed to between Maple Valley and Kent.

9. Effective Date - Duration. This agreement shall be in effect from January 1, 2015 until January 1, 2018. An extension to this Agreement is open to negotiation by both parties if the City of Maple Valley, in writing, requests negotiations to take place. This notification by the City of Maple Valley must be submitted to the City of Kent by July 15, 2017. Any negotiated extension will require legislative approval by each City's Council.

10. Termination - Notice.

a. Termination Without Breach. Should either party desire to terminate this Agreement absent a breach, a notice of termination, in writing, shall be provided to the other party by July 1 of any given year in which this Agreement is effective. In no event shall a notice of intent to terminate without a breach contain an effective date of termination prior to December 31 of any given year.

b. Termination for Breach. In the event a party is in material breach of this Agreement, the breaching party shall be provided with written notice of 30 calendar days to cure the breach, and if that party fails to do so, this Agreement may be terminated by written notice issued by the non-breaching party.

11. Future Agreements – Sharing of Information. Kent agrees that, at the request of Maple Valley, it will share Kent Municipal Court budget information; Kent Municipal Court case filing information for both Maple Valley cases and Kent cases; Kent Municipal Court statistical information available by utilization of computer systems maintained by the state Office of Administrator of the Courts; and other relevant data produced or maintained by Kent; provided that Kent shall not be required to maintain statistical information not currently maintained by the State Office of the Administrator of the Courts; and provided further that Maple Valley will be required to conduct any desired analysis, graphing, and statistical comparison and work-up of such data.

12. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement, except as set forth herein. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement, except to the extent it is necessary for Kent to keep the receipt of the Maple Valley Court's payments for costs, fines, penalties and assessments separate and distinct from the Kent Municipal Court's payments for costs, fines, penalties and assessments.

13. Property. This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

14. 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 Attorney for Kent or his/her designee.

15. Indemnification.

15.1. Kent 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 Kent, 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, Kent 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 Kent 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.

15.2. Maple Valley shall indemnify and hold harmless Kent 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 Kent, Maple Valley shall defend the same at its sole cost and expense; provided that Kent retains the right to participate in said; and if final judgment be rendered against Kent, and its officers, agents, and employees, or any of them, or jointly against Kent 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.

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

16. 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 amendments to this Agreement. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment hereto.

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

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

Mayor
City of Kent
220 Fourth Ave S
Kent, WA 98032

With a copy to:

With a copy to:

City Attorney

City Attorney

18. Attorney's Fees. Each party shall be responsible for its own attorney and legal fees in any legal proceeding 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.

19. Severability.


19.1. 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.

19.2. 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 KENT

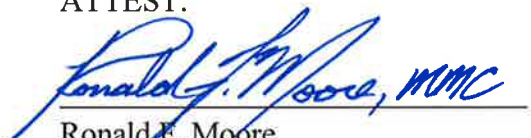

David W. Johnston
City Manager
Dated: 12/11/2014


~~Suzette Cooke~~ Dana Raph
Mayor ~~Pat Tom~~
Dated:

ATTEST:


ATTEST:



Shauna Lee-Rice
City Clerk
Dated: 12-11-14


Ronald F. Moore
City Clerk
Dated: 12-18-14

Approved as to Form:

Approved as to Form:


Patricia Taraday
City Attorney
Dated: 12-11-14


Arthur "Pat" Fitzpatrick ~~Deputy~~ **TOM BRUBAKER**
Deputy City Attorney
Dated: 12/16/14



Stephen Rochon
Maple Valley Court Judge
Dated:



Glenn Phillips
Kent Municipal Court Presiding Judge
Dated: 11/29/14

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Authorizing Resolution No. R-14-1013