

RESOLUTION R-5734

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF WOODINVILLE FOR THE PROVISION OF MUNICIPAL COURT SERVICES AND FACILITIES.

1 WHEREAS, the City of Kirkland is authorized to enter into interlocal agreements  
2 pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and other applicable  
3 provisions of state law; and  
4

5 WHEREAS, the City of Kirkland provides the City of Woodinville with municipal court  
6 services and facilities through an interlocal agreement ("Interlocal Agreement"), including  
7 providing eligible Woodinville defendants the opportunity to participate in Community Court;  
8 and  
9

10 WHEREAS, the City of Woodinville has adopted a new pilot school zone safety camera  
11 program; and  
12

13 WHEREAS, the parties to the Interlocal Agreement wish to execute a second  
14 amendment to the agreement to include the provision of services by Kirkland's Municipal Court  
15 for services related to Woodinville's new school zone safety camera program; and  
16

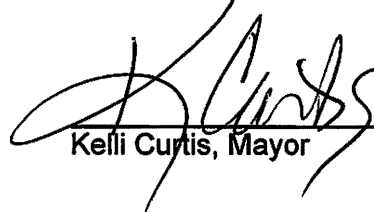
17 WHEREAS, the City Council finds it to be in the best interest of the City of Kirkland to  
18 approve the proposed modification to the Interlocal Agreement.  
19

20 NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as  
21 follows:  
22

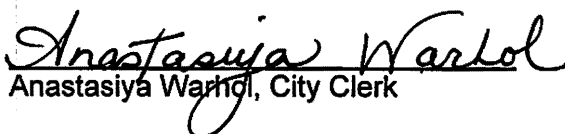
23 Section 1. The City Manager or designee is authorized and directed to execute on  
24 behalf of the City of Kirkland a second amendment to the interlocal agreement between the  
25 cities of Kirkland and Woodinville related to municipal court services in a form substantially  
26 similar to that attached as Exhibit A, which is entitled "Second Amendment to the Interlocal  
27 Agreement between the City of Kirkland and the City of Woodinville for the Provision of  
28 Municipal Court Services and Facilities."  
29

30 Passed by majority vote of the Kirkland City Council in open meeting this 5th day of  
31 May, 2026.  
32

33 Signed in authentication thereof this 5th day of May, 2026.

  
Kelli Curtis, Mayor

Attest:

  
Anastasiya Warhol, City Clerk

## **Second Amendment to the Interlocal Agreement between the City of Kirkland and the City of Woodinville for the Provision of Municipal Court Services and Facilities**

This Second Amendment (“Second Amendment”) to the Interlocal Agreement (“Agreement”) between the City of Kirkland and the City of Woodinville for the Provision of Municipal Court Services and Facilities is entered by and between the City of Kirkland and the City of Woodinville and is effective as of the date it has been fully executed.

### **Recitals**

Whereas, the City of Kirkland provides the City of Woodinville with municipal court services through the Interlocal Agreement between the City of Kirkland (“Kirkland”) and the City of Woodinville (“Woodinville”) for the Provision of Municipal Court Services and Facilities dated June 30, 2015 (“Agreement”); and

Whereas, on August 5, 2025, the Woodinville City Council adopted Ordinance No. 788 authorizing a pilot school zone safety camera program and enacting a new chapter 10.08 of the Woodinville Municipal Code to implement such program pursuant to RCW 46.63.220; and

Whereas, pursuant to Ordinance No. 788, Woodinville intends, through a contractor, to install and operate automated traffic safety cameras within certain school zones in Woodinville and to issue citations for violations consistent with chapter 10.08 of the Woodinville Municipal Code; and

Whereas, the parties now desire to amend their Agreement to include the provision by Kirkland of municipal court services related to Woodinville’s school zone safety camera program through this Second Amendment.

Now, therefore, the parties agree as follows:

### **1. Additional Responsibilities.**

As an additional duty pursuant to Section 3 of the Agreement, Kirkland, through the Kirkland Municipal Court, shall process, adjudicate and dispose of citations issued as a result of Woodinville’s school zone safety camera program on the same or substantially similar basis to citations issued as a result of Kirkland’s school zone safety camera program.

### **2. Additional Cost of Services.**

- a. Woodinville shall pay Kirkland a one-time implementation fee of \$8,270 within 30 days of execution of this Second Amendment.
- b. Woodinville shall pay Kirkland a filing fee of \$43.44 per citation issued as a result of Woodinville’s school zone safety camera program, subject to the annual inflation adjustment defined in Section 6 of the original Agreement. Such fee shall be paid by Woodinville to Kirkland regardless of whether a case is later dismissed without a full adjudication. Kirkland shall invoice Woodinville for such fees pursuant to Section 6.a of the Agreement.
- c. Notwithstanding Section 3.k of the Agreement, Woodinville is responsible for paying interpreter costs that are incurred for its defendants receiving citations issued as a result of Woodinville’s school zone safety camera program. Kirkland will invoice Woodinville for applicable interpreter costs as part of the monthly billing described in Section 6.a of the Agreement.
- d. Woodinville is responsible for any costs detailed in Section 4 of the Agreement for its defendants in relation to citations issued as a result of Woodinville’s school zone safety

camera program.

- e. All remaining administrative costs for Woodinville’s defendants in relation to citations issued as a result of Woodinville’s school zone safety camera program that are not detailed in Section 4 of the Agreement or in this subsection 2 are covered through the case filing fee stated in Section 2.b of this Second Amendment.

**3. Duration.**

The duration of this Second Amendment shall run for one year from its effective date, except that Subsection 4 of this Second Amendment shall run from the effective date until the termination of the Agreement. It is the intention of the Parties to review costs incurred by Kirkland in relation to Woodinville’s school zone safety camera program prior to the expiration of this Second Amendment and, should Woodinville elect to continue its school zone safety camera program, to negotiate a mutually agreeable extension of the terms of this Second Amendment.

**4. Community Court**

Woodinville currently participates in Kirkland’s Community Court and does not pay costs beyond those set forth in Section 2 of the First Amendment to the Agreement because the program is 100% funded from state grants. Should that funding change or be inadequate to fund the program, Woodinville acknowledges that Kirkland would be entitled to charge Woodinville a proportionate share of applicable program costs based on Woodinville’s share of participants. Kirkland will notify Woodinville of the proposed amount and effective date of the fee changes at least 90 days in advance, and Woodinville may request use of the dispute resolution process in Section 16 of the Agreement concerning the amount of the fee change.

**5. Effective Date.** This Second Amendment shall be effective on the last date signed below.

CITY OF KIRKLAND

CITY OF WOODINVILLE

\_\_\_\_\_  
Kurt Triplett, City Manager

\_\_\_\_\_  
Brandon Buchanan, City Manager

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

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

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Darcey Eilers, Kirkland City Attorney

\_\_\_\_\_  
Jeff Ganson, Woodinville City Attorney