

**INTERLOCAL JUDICIAL COOPERATION AGREEMENT
BETWEEN SPOKANE COUNTY AND THE CITY OF CHENEY
(January 1, 2022 – December 31, 2026)**

THIS AGREEMENT, made and entered into among Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "COUNTY" or "Spokane County", the City of Cheney, a municipal corporation of the state of Washington, having offices for the transaction of business at 609 Second Street, Cheney, Washington 99004, hereinafter referred to as "CITY" or "City of Cheney", and the Spokane County District Court, a court of limited jurisdiction within the state of Washington, having office for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "COURT" or "Spokane County District Court", jointly hereinafter sometimes referred to along with the COUNTY and CITY as the "Parties".

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Revised Code of Washington ("RCW") 36.32.120(6), the Board of County Commissioners of Spokane County, Washington has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of chapter 3.50 RCW, the City of Cheney has established a Municipal Court; and

WHEREAS, RCW 3.50.040 provides in pertinent part as follows:

3.50.040. Municipal judges-Appointed-Terms, Qualifications-District Judge as part-time municipal judge.

“Within thirty days after the effective date of the ordinance creating the municipal court, the mayor of each city or town shall appoint a municipal judge or judges of the municipal court for a term of four years. The terms of judges serving on July 1, 1984, and municipal judges who are appointed to terms commencing before January 1, 1986, shall expire January 1, 1986. The terms of their successors shall commence on January 1, 1986 and on January 1 of each fourth year thereafter, pursuant to appointment or election as provided in this chapter. Appointments shall be made on or before December 1 of the year next preceding the year in which the terms commence. ...

Any city or town shall have authority to appoint a district judge as its municipal judge when the municipal judge is not required to serve full time. In the event of the appointment of a district judge, the city or town shall pay a pro rata share of the salary. (Emphasis added.)”

Consistent with this statute, the appointment by the Mayor of a District Court Judge to act as its municipal court judge shall be for a term commencing January 1, 2022 and terminating December 31, 2026 and thereafter for a term of (4) years if renewed unless otherwise agreed; and

WHEREAS, pursuant to the provisions of RCW 3.34.070, Spokane County District Court Judges are elected for terms of four (4) years commencing from and after the second Monday in January next succeeding his or her selection; and

WHEREAS, the current terms of office of the sitting Spokane County District Court Judges commenced on or about January 1, 2022 and will run until on or about December 31, 2026; and

WHEREAS, pursuant to the above-cited statutory provisions, Spokane County, Spokane County District Court, and the City of Cheney are desirous of entering into an Interlocal Agreement pursuant to which under certain terms and conditions the Parties will agree to share facilities for District Court and Municipal Court in the City of Cheney, make provisions for the salaries of the District and Municipal Court judges and provide for the cooperation between the Spokane County District Court and the City of Cheney Municipal Court for a term which recognizes both the provisions of RCW 3.50. 040 and RCW 3.34.070.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, the Parties do hereby agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which a Spokane County District Court Judge, Honorable Richard M. Leland, will act as the City of Cheney's Municipal Court Judge.

SECTION NO. 2: DURATION

This Agreement shall be effective on January 1, 2022 and shall remain in effect for a four (4) year time frame terminating December 31, 2026, unless one or all of the Parties provide(s) notice of termination as provided in SECTION NO. 7 of this Agreement.

SECTION NO. 3: RESPONSIBILITIES OF SPOKANE COUNTY DISTRICT COURT/CITY OF CHENEY

- (a) Pursuant to RCW 3.50.040, the Mayor of the City of Cheney, for the duration of his current term, has appointed as of January 1, 2022, the Honorable Richard M. Leland to act as judge of the City of Cheney Municipal Court so long as he is a duly elected Spokane County District Court Judge. Said appointee will sit in Cheney on a consistent basis, except when he is ill, on vacation, or an affidavit of prejudice is filed. The duly appointed Municipal Judge shall exercise the jurisdiction of the Cheney Municipal Court pursuant to the Revised Code of Washington and applicable Court Rules (“Judicial Services”). However, the Municipal Judge shall reasonably consider recommendations from the Mayor of Cheney when appointing Judges Pro Tempore.

- (b) Pursuant to RCW 3.50.090, the duly appointed Municipal Court Judge shall designate all other Spokane County District Court Judicial Officers as Judges pro term to serve when he/she is ill, on vacation, or an affidavit of prejudice is filed.
- (c) The duly appointed Municipal Court Judge or his/her designee shall sit in the City of Cheney approximately twenty-five (25) times (one day docket) annually and such additional days as duly required so as for said judge to carry out his institutional and situated duties. Additionally, the duly appointed Municipal Court Judge shall perform virtual first appearances utilizing audio/visual technology (ie. Zoom, Teams, etc.), of which said audio/visual technology shall be provided and paid for by the City of Cheney, on an as-needed basis between Monday and Friday of each week. The duly appointed Municipal Court Judge or his/her designee may also sit in Cheney as a District Court Judge and hear District Court matters.
- (d) The City of Cheney shall provide the services of a bailiff for both the City of Cheney Municipal Court and District Court on those days that the District Court sits in Cheney. The City of Cheney shall provide the Cheney Municipal Court and District Court, on those days that the District Court sits in Cheney, all courtroom facilities, judge's chambers, clerk's workspace, telephone services, office equipment, desk space, and a personal computer with internet access for court and judicial business, as well as all heat, utilities, and any required related facilities without cost to Spokane County or the Spokane County District Court. The Clerks of the Cheney Municipal Court are authorized and will take telephone calls, accept fines, and bonds, act as receptionist and otherwise provide support to the Spokane County District Court when a District Court Clerk is not in Cheney. Under exceptional circumstances should the City of Cheney be unable to provide administrative judicial support services on a date that the duly appointed Municipal Court Judge is sitting in the City of Cheney, the District Court may send a District Court judicial assistant to the City of Cheney to perform such work at the discretion of the duly appointed Municipal Court Judge. The City of Cheney shall pay the pro rata expenses associated with the judicial assistant's performance of such administrative services, on an as-needed basis, to include wages, benefits, and travel expenses for the time spent commuting to and from the City of Cheney.
- (e) The City of Cheney will maintain that portion of the judges' law library, which is owned by the City of Cheney.

The Parties shall cooperate fully with one another in order to provide the services to the public contemplated by this Agreement.

SECTION NO. 4: COST OF SERVICES AND PAYMENT

The COUNTY shall pay all salaries due the District Court Judge appointed as the Municipal Judge and due the judges pro term providing those services set forth in SECTION NO. 3 herein above. The CITY shall remit to the COUNTY during the term of this Agreement the sums set forth:

- (a) For each and every day of court service CITY shall reimburse the COUNTY at the rate of \$1,170.35 per day docket for calendar 2022, plus the cost of services performed by the Municipal Court Judge's judicial assistant pursuant to Section 3(d) of this Agreement. The COURT will update the rates prior to the first quarter billing of the new year. Annual price adjustments commencing January 1 will reflect current changes in the information used to calculate the Judge's Salary per day: and
- (b) Additionally, the CITY will remit to the COUNTY for each calendar year this Agreement is in effect reimbursement for travel by the Judge to the City of Cheney at that rate adopted by the COUNTY under Spokane County Code Section 1.05.030; *i.e.*, the annual IRS standard mileage rate. Mileage billings shall be sent by the Spokane County District Court Administrator to the Cheney City Administrator at the address stated in Section 9 of this Agreement. Reimbursement shall be due within fifteen (15) working days of any mileage billing.
- (c) All annual payments shall be made in four equal installments due on or before April 1st, July 1st, October 1st, and December 31st. Payments shall be directed to the attention of the Spokane County District Court Administrator at the address of the COURT stated in Section 9 of this Agreement. The COUNTY, at its sole option, may charge interest on any late payment calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the COUNTY's investment pool. All sums owing at the time of this Agreement for the calendar year 2022 shall be payable at the rate of \$1,170.35 per judicial day and mileage as noted in Section 4, Paragraph 1 and 2 above. Payment for per judicial day and mileage prior to execution of this Agreement shall be due on or before January 1st, 2023.
- (d) Should the CITY wish to mitigate Judicial Service Costs provided for herein, it may do so by reducing the number of days the CITY requires Judicial Services. The CITY shall notify the COURT as soon as possible, but no later than sixty (60) days prior to the date of scheduled Judicial Services, to enable the COURT to adjust its matrix/ schedule for the particular day in which the CITY does not have Judicial Services provided.
- (e) The CITY shall be entitled to receive, at no additional cost, Judicial Services for up to two (2) jury trials per calendar year in 2022, 2023, 2024, 2025, and 2026 if any jury trial occurs on a day other than the regular court day which is usually on Thursdays. However, all other jury-related expenses/costs other than the judge shall be the responsibility of the CITY. Further, the CITY shall not receive "free" jury trial days if jury trials commence on a Thursday and carry over to a regular court day.

SECTION NO. 5: ADMINISTRATION OF THIS AGREEMENT

No separate legal entity will be created by the Parties as a result of this Agreement. In compliance with RCW 39.34.030(4), the Parties designate the Spokane County District Court Administrator as the administrator of this Agreement.

SECTION NO. 6: INSURANCE

Each party agrees to procure and maintain for the duration of this Agreement General Liability, Auto Liability, Errors & Omissions Liability with minimum coverage limits in the amount of \$5,000,000 per occurrence; Workers Compensation Industrial Injury Insurance at statutory coverage limits; and Property Insurance in an amount determined to protect their Public Entity Assets. Proof of insurance shall be in the form of a Certificate of Insurance, Letter of Risk Pool Member insurance or Letter of Public Entity Self Insurance with adequate reserves to pay potential losses.

SECTION NO. 7: MODIFICATION/TERMINATION

No modification of this Agreement shall be valid until the same is reduced to writing and executed by all Parties to this Agreement with the same formalities as the present Agreement.

Any party may terminate this Agreement as may be provided by applicable statute, including RCW 39.34.180, RCW 3.50.810, and/or RCW 35.20.010. All notices of termination shall be in writing and sent to the other Parties at the address set forth in Section 9 of this Agreement.

SECTION NO. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in association providing those services provided for herein shall remain with the original owner unless specifically and mutually agreed by the Parties.

SECTION NO. 9: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY, COURT or the CITY at the address set forth below for such party, or at such other address as any party shall from time-to-time designate by notice in writing to the other Parties:

COUNTY: Spokane County Chief Executive Officer
or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

COURT: Presiding Judge, Spokane County District Court

1100 West Mallon Avenue
Spokane, Washington 99260

CITY: City of Cheney
Office of the Mayor
609 Second Street
Cheney, Washington 99204

SECTION NO. 10: INDEMNIFICATION & HOLD HARMLESS

For the purpose of this Section, the terminology "COUNTY" shall also include the "COURT." Additionally, for the purpose of this Section, the Spokane County District Court Judge appointed by the Mayor of the City of Cheney to act as the judge of the City of Cheney Municipal Court shall be considered an employee of the COUNTY.

- (a) The COUNTY shall indemnify and hold harmless the CITY and its officers, agents, and employees, 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 negligent act or omission of the COUNTY, its officers, agents and employees, relating to or arising out of performing services set forth in Section 3 of this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided that the CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the CITY, and/or any of its officers, agents, and employees, or jointly against the CITY and the COUNTY and their respective officers, agents, and employees, the COUNTY shall satisfy the same.
- (b) The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, 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 negligent act or omission of the CITY, its officers, agents and employees, relating to or arising out of performing services under Section 3 of this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the COUNTY, and/or any of its officers, agents, and employees, or jointly against the COUNTY and the CITY and their respective officers, agents, and employees, the CITY shall satisfy the same.
- (c) If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Provided, however, any negligence or damage or cost associated therewith which is directly or proximately caused relating to the appointment or actions of any court commissioner shall come under Section 10(b) hereof and shall be the sole financial responsibility of the CITY.

(d) Each party's duty to indemnify shall survive the termination or expiration of the Agreement.

SECTION NO. 11: ALL WRITING CONTAINED HEREIN/BINDING EFFECT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. All Parties have read and understand all the terms of this Agreement and state that no representation, promise or agreement not expressed in this Agreement have been made to induce either to execute the same.

This Agreement shall be binding upon the Parties hereto, their successors and assigns.

SECTION NO. 12: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 13: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other Parties.

SECTION NO. 14: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the state of Washington and it is mutually understood and agreed by all Parties that this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 15: SEVERABILITY

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the state of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision. This would include the result of any opinion of a court in the State of Washington or United States District Court should there be any litigation involving the status of the Cheney Municipal Court or any of its judicial offices or officers.

SECTION NO. 16: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 17: FILING

This Agreement shall be filed by the COUNTY with such offices or agencies as may be required by Chapter 39.34 RCW, or listed by subject on its web site or other electronically retrievable public source.

SECTION NO. 18: EXECUTION AND APPROVAL

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 19: THIRD PARTY BENEFICIARIES

This Agreement is intended for the benefit of the COUNTY, CITY and COURT and not for the benefit of any third parties.

SECTION NO. 20: SURVIVAL

Without being exclusive, Sections 10 and 14 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

SECTION 21: DEFAULT

Failure by any party to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from any other party to the defaulting party shall constitute an "Event of Default." In the event of any Event of Default, any party may at any time, without waiving or limiting any other right or remedy, pursue any remedy allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, and recovery of attorney's fees and other costs for such enforcement action.

SECTION NO. 22: WAIVER

No officer, employee, agent or otherwise of any party has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement by any party shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

Failure of any party to enforce at any time any of the provisions of this Agreement or to require at any time performance by any other party of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of any party to hereafter enforce each and every such provision.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

AL FRENCH, VICE-CHAIR

Ginna Vasquez, Clerk of the Board

JOSH KERNS, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

DATED: _____

SPOKANE COUNTY DISTRICT COURT

Reviewed:

By: _____
HONORABLE AIMEE MAURER
Presiding Judge

HONORABLE RICHARD M. LELAND
Spokane County District Court Judge

DATED: _____

CITY OF CHENEY, WASHINGTON

ATTEST:

By: _____
Cheney City Clerk

By: _____
MAYOR CHRIS GROVER