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**Spokane County Clerk
1116 West Broadway Avenue
Spokane, Washington 99260**

**INTERLOCAL JUDICIAL COOPERATION AGREEMENT
BETWEEN SPOKANE COUNTY AND THE CITY OF CHENEY
(January 1, 2014 - December 31, 2018) 14-0355**

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**, 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.”

WITNESSETH:

WHEREAS, pursuant to the provisions of 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 forth 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, 2014 and terminating December 31, 2017 and thereafter for a term of (4) years; 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. The terms of office of the sitting Spokane County District Court Judges commenced January 10, 2011 and will run through January 11, 2015. The terms of the successor judges to the Spokane County District Court will commence January 12, 2015 and run through January 13, 2019; 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 will act as the City of Cheney's Municipal Court Judge.

SECTION NO. 2: DURATION

This Agreement shall be effective on January 1, 2014 and shall remain in effect for a five (5) year time frame terminating December 31, 2018, 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

- Pursuant to RCW 3.50.040, the Mayor of the City of Cheney shall appoint as of January 1, 2014, the Honorable Gregory J. Tripp 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.

- 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 tem to serve when he/she is ill, on vacation, or an affidavit of prejudice is filed.
- The duly appointed Municipal Court Judge or his/her designee shall sit in the City of Cheney up to once 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.
- The City of Cheney will 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 will provide a Court Commissioner for the Cheney Municipal Court as may be deemed necessary by the Municipal Court Judge. The City of Cheney will 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.
- 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

Spokane County shall pay all salaries due the District Court Judge appointed as the Municipal Judge and due the judges pro tem providing those services set forth in SECTION NO. 3 herein above. The City of Cheney will remit to Spokane County during the term of this Agreement the following annual fees:

Calendar Year 2014	\$14,454.00 plus any proportionate increase in the salary of a District Court Judge granted by the Washington Citizens' Commission on Salaries under RCW 43.03.310 that is effective during calendar year 2014.
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Calendar Year 2015 through Calendar Year 2018 The previous year's rate shall be charged subject to any proportionate increase in the salary of a District Court Judge granted by the Washington Citizens' Commission on Salaries under RCW 43.03.310 that is effective as of January 1st of that year or during that calendar year.

Additionally the City of Cheney 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 up to a maximum yearly amount of Four Hundred Fifty Dollars (\$450.00). Mileage billings shall be sent by the Spokane County District Court Administrator to the Cheney City Administrator at the address herein above. Reimbursement shall be due within 15 working days of any mileage billing.

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 hereinabove. 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.

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 with the same formalities as the present Agreement.

The CITY or COURT may terminate this Agreement sixty (60) days prior to the end of the five (5) year term or as may be provided by applicable statute. All notices of termination shall be in writing and sent to the other Party at the address set forth in SECTION NO. 9.

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 & HOLDHARMLESS

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 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 NO. 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 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 NO. 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 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.

(d) Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

(e) 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.

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 required by chapter 39.34 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, SECTION NO. 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.

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

DATED: 5/6/14

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

By: *David Erickson* *Al French*
AL FRENCH, Chair

DANIELA ERICKSON
Clerk of the Board



Todd Mielke
TODD MIELKE, Vice Chair

Absent
SHELLY O'QUINN, Commissioner

DATED: June 9, 2014

SPOKANE COUNTY DISTRICT COURT:

By: Randy Brandt
Randy Brandt, Presiding Judge

Reviewed.
Gregory J. Tripp
Judge Gregory J. Tripp

DATED: April 22, 2014

CITY OF CHENEY, WASHINGTON:

By: Tom Trulove
Mayor Tom Trulove

ATTEST:
Cindy Niemeier
By: Cindy Niemeier
City Clerk Cindy Niemeier