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

**AMENDMENT NO. 1 TO INTERLOCAL JUDICIAL COOPERATION AGREEMENT
BETWEEN SPOKANE COUNTY AND THE CITY OF CHENEY
(January 1, 2014 - December 31, 2018)**

THIS AMENDMENT NO. 1 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. (Underlined emphasis added.)

; and

WHEREAS, pursuant to the above-cited statutory provisions, Spokane County, Spokane County District Court and the City of Cheney executed a document entitled “INTERLOCAL JUDICIAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF CHENEY (January 1, 2014-December 31, 2018)” (“Interlocal Agreement”) pursuant to which under certain terms and conditions the Parties agreed to share facilities for the 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 recognized both the provisions of RCW 3.50.040 and RCW 3.34.070; and

WHEREAS, Section No. 3 of the Interlocal Agreement provides:

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. (Highlighted emphasis added.)

; and

WHEREAS, Section No. 7 of the Interlocal Agreement provides:

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.

; and

WHEREAS, the Honorable Gregory J. Tripp has submitted his resignation from the position of judge of the City of Cheney Municipal Court effective as of January 10, 2017; and

WHEREAS, consistent with Section No. 7 of the Interlocal Agreement the Parties desire to modify the Interlocal Agreement to provide for the appointment by the Mayor of the City of Cheney of another Spokane County District Court Judge to replace the Honorable Gregory J. Tripp.

NOW THEREFORE, for and in consideration of the above recitals which are incorporated herein by reference and other valuable consideration receipt of which is hereby acknowledged, Spokane County, the City of Cheney and Spokane County District Court agree that the document entitled "INTERLOCAL JUDICIAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF CHENEY (January 1, 2014-December 31, 2018)" executed by Spokane County under Resolution No. 14-0355, City of Cheney by date of April 22,

2014 and Spokane County District Court by date of June 4, 2014, be and is hereby modified to provide as follows:

(Underlined highlighted language added, lined out highlighted language deleted.)

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~~ January 10, 2017 the Honorable Richard 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.
- 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. (Highlighted lined out language deleted, highlighted underlined language added.)

BE IT HEREBY FURTHER AGREED by Spokane County, the City of Cheney and the Spokane County District Court that but for the modification as set forth above to Section No. 3 of the document entitled "INTERLOCAL JUDICIAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF CHENEY (January 1, 2014-December 31, 2018)" executed by Spokane County under Resolution No. 14-0355, City of Cheney by date of April 22, 2014 and by the Spokane County District Court by date of June 4, 2014, all other terms and conditions within such document will remain in full force and effect without any change or modification whatsoever.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: 1-10-17

ATTEST:

By: Ginna Vasquez
Ginna Vasquez, Clerk of the Board

17-0042

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
AL FRENCH, Chair

Josh Kerns
JOSH KERNS, Vice Chair

Shelly O'Quinn
SHELLY O'QUINN, Commissioner

DATED: 12/16/16

SPOKANE COUNTY DISTRICT COURT:

By: P. Connolly Walker
Patti Connolly Walker, Presiding Judge

Reviewed: Richard Leland
Judge Richard Leland

DATED: 1-17-17

CITY OF CHENEY, WASHINGTON:

By: Tom Trulove
Mayor Tom Trulove

ATTEST:

By: Cindy Niemeier
City Clerk Cindy Niemeier