

**Return to: Daniela Erickson  
Clerk of the Board of County Commissioners  
1116 West Broadway Avenue  
Spokane, Washington 99260**

**INTERLOCAL AGREEMENT  
2006 MUNICIPAL COURT SERVICES  
(OPR 2006-0766) 6 0870**

**THIS AGREEMENT** entered into among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", and the **Spokane County District Court**, acting through its Presiding Judge, hereinafter referred to as "DISTRICT COURT" having offices for the transaction of business at 1100 West Mallon Avenue, Spokane Washington 99260, jointly hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Spokane Municipal Court, by virtue of the Resolution of the City Council of December 26, 1961, has been established as a department of the Spokane County District Court; and

**WHEREAS**, the Spokane Municipal Court operates as a department of the Spokane County District Court under chapter 3.46 RCW, the Justice Court Districting Plan and implementing agreements from February 1, 1962, until such time as abolished by the City Council as provided by state law; and

**WHEREAS**, the Parties are desirous of entering into an Agreement that allocates costs for salaries as well as operation and maintenance of the COUNTY providing judicial services for calendar year 2006; Now, Therefore,

The Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which the COUNTY, through its Spokane County District Court (hereinafter referred to as "DISTRICT COURT" will provide Municipal Court services to the CITY.

## **SECTION NO. 2: DURATION**

This Agreement shall begin January 1, 2006, and run through December 31, 2006, unless terminated sooner by either Party. This Agreement may be terminated by any Party upon ninety (90) days written notice.

## **SECTION NO. 3: SERVICES**

The DISTRICT COURT shall operate the Spokane Municipal Court for the City. The Municipal Court shall have jurisdiction over matters arising from the CITY's ordinances, as provided in RCW 3.46.030. Fines, penalties, court costs and other fees imposed by the DISTRICT COURT shall be distributed by the CITY as provided by law.

## **SECTION NO. 4: COMPENSATION**

A. **PERSONNEL:** The CITY shall pay the COUNTY the sum of ONE MILLION ONE HUNDRED SIX THOUSAND NINETY-FOUR and 82/100 DOLLARS (\$1,106,094.82) in calendar year 2006 to be allocated toward the personnel-related costs of the following positions:

- 1) Three and a half (3.5) Judges (salary based upon RCW 3.58.010);
- 2) One and a half (1.5) Secretaries (salary determined by averaging all salaries of secretaries and then multiplying by one and a half);
- 3) Five (5.0) Judicial Assistants (salary determined by averaging all salaries of court recorders / security officers and multiplying by five);
- 4) One-half (0.5) Computer Applications Assistant (salary determined by that salary currently being paid to computer operator on a yearly basis);
- 5) One and one-half (1.5) Court Commissioner (salary based upon RCW 3.42.040);
- 6) Four Tenths (0.4) Judicial Operations Manager (salary determined by that salary currently being paid to the Judicial Operations Manager adjusted to reflect case load and workload estimates.); and
- 7) One-half (0.5) District Court Administrator (salary determined by that salary currently being paid to the District Court Administrator).

The Parties recognize that the above sum may be modified as a result of: (1) COLA as authorized by the COUNTY for listed positions; and/or (2) salary increases authorized for the judges/court commissioner(s) pursuant to RCW 3.58.010 and RCW 3.42.040. In the event that any of these actions occur, the above sum shall be increased to recognize such occurrences for the calendar year. Further, the quarterly payments for the calendar year shall be increased in an amount to include the increased compensation.

B. **MAINTENANCE AND OPERATION COSTS:** The CITY shall also pay the COUNTY the sum of FIFTY THOUSAND FIVE HUNDRED EIGHTY-NINE and 40/100 DOLLARS (\$50,589.40) in calendar year 2006 to be allocated toward the following items:

- 1) Law books/CD LAW license fees;
- 2) Pro tem fees;

- 3) Costs related to paper shredding;
- 4) Repair and maintenance contract costs of courtroom electronic recording equipment, Burster, and Moore Detacher;
- 5) Repair and maintenance contract costs of fax machines;
- 6) Shared office supplies;
- 7) Incidental wiring and repair costs of Judges' and Court Commissioners' PC's;
- 8) Judges' and Court Commissioners' travel, registration, robes and juror's workers compensation liability insurance; and
- 9) Reimbursement for Judges', Court Commissioners' and Administrators' annual association dues.

The Parties recognize that the above-listed sum is an estimate of the maintenance and operation costs for the listed items. It has been calculated by estimating the actual budgeted costs and then allocating the CITY thirty eight percent (38 %) of these costs for calendar year 2006. In the event that actual cost of the listed items exceeds the above-listed sum, the quarterly payments shall be increased in an amount so that the total sum paid for calendar year 2006 represents thirty eight percent (38%) of the actual maintenance and operation costs for the listed items.

- C. **INDIRECT COSTS:** The CITY shall also pay the COUNTY the sum of EIGHTY SIX THOUSAND TWO HUNDRED SEVENTY FIVE AND 40/100 DOLLARS (\$86,275.40) which represents the CITY's share of the indirect costs attributable for those full-time equivalent COUNTY employees assigned to Municipal Court operations. Indirect costs include, liability insurance, administrative services, Human Resources, Information Systems and other indirect and overhead costs borne by the COUNTY.

The Parties recognize the above indirect amount is an estimate of the indirect costs for calendar year 2006. On or after March 31, 2007, the COUNTY will determine the actual indirect costs for calendar year 2006. To the extent that the CITY was over billed in calendar year 2006 and an agreement similar to this Agreement is still in effect, the COUNTY shall credit the CITY for such overpayment in the next quarterly payment owing by the CITY. Provided, however, in the event that there is no agreement similar to this Agreement in effect at such time that the overpayment is determined, the COUNTY shall reimburse the CITY for any overpayment within thirty (30) calendar days. To the extent that the CITY was under billed in calendar year 2006 and an agreement similar to this Agreement is still in effect, the CITY shall reimburse the COUNTY for any underpayment in the next quarterly payment owing by the CITY. Provided, however, in the event that there is no agreement similar to this Agreement in effect at such time that the underpayment is determined, the CITY shall reimburse the COUNTY for any underpayment within thirty (30) calendar days.

#### **SECTION NO. 5: PAYMENT**

The COUNTY will invoice the CITY for its services on a quarterly basis. Payment by the CITY will be due thirty (30) days after receipt of the COUNTY's invoice. At the sole option of the COUNTY, a penalty may be assessed on any late payment by the CITY based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's

Investment Pool. Application for payment shall be made to the Spokane Municipal Court Deputy Court Administrator, Spokane County-City Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260.

**SECTION NO. 6: RECORDS**

The COUNTY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The COUNTY shall provide access to authorized CITY representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

**SECTION NO. 7: NOTICES**

Any notice under this Agreement shall be in writing and either personally served or sent by certified mail, return receipt requested, to the following persons:

- CITY:** Mayor or designee  
City of Spokane  
Fifth Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201
- COUNTY:** Board of County Commissioners  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260
- DISTRICT COURT:** Spokane District Court Presiding Judge  
Spokane County District Court  
1100 West Mallon Avenue  
Spokane, Washington 99260

**SECTION NO. 8: ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Parties.

**SECTION NO. 9: LIABILITY**

For the purpose of this Section, the terminology "COUNTY" shall also mean DISTRICT COURT.

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or

negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

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.

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.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: INSURANCE**

During the term of the Agreement, the COUNTY shall maintain in force at its own expense, each insurance noted below:

- a. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's and DISTRICT COURT's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the Parties who are additional insured; and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **SECTION NO. 11: ANTI-KICKBACK**

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

#### **SECTION NO. 12: 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 each Party 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. 13: COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

#### **SECTION NO. 14: DISCLAIMER**

This Agreement is made solely for the purpose of compensating the COUNTY for DISTRICT COURT activities related to the operation of the CITY with Municipal Court Services. Except as otherwise provided, this Agreement shall not be construed in any manner that would limit any Party's authority or powers under law.

**SECTION NO. 15: MISCELLANEOUS**

- A. **NON-WAIVER:** No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. **ENTIRE AGREEMENT:** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- C. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. **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.
- E. **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.
- F. **SEVERABILITY:** 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: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See provision 1 above.
- B. **DURATION:** See provision 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.

- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** The County Chief Executive Officer and the Deputy Mayor shall inform each other, on or before September 1<sup>st</sup> of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See provision 2 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

**SECTION NO. 17: NON-DISCRIMINATION**


No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.


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

DATED: 10/17/2006

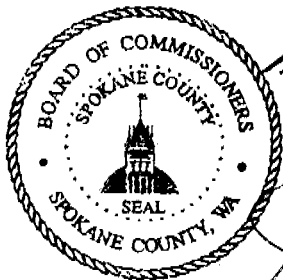
BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON


  
TODD MIELKE, Chair

ATTEST:  
  
Daniela Erickson  
Clerk of the Board

  
MARK RICHARD, Vice-Chair

  
PHILIP D. MARRIS, Commissioner



APPROVED AS TO FORM:  
  
Deputy Civil Prosecuting Attorney

DATED: 10/4/06

CITY OF SPOKANE  
By: [Signature]  
Deputy Mayor

Attest:  
[Signature]  
City Clerk

APPROVED AS TO FORM:  
[Signature]  
Assistant City Attorney

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

SPOKANE COUNTY DISTRICT COURT  
By: [Signature]  
Sara Deff, Presiding Judge

