

FINAL BILL REPORT

HB 1601

C 138 L 15
Synopsis as Enacted

Brief Description: Concerning venue of actions by or against counties.

Sponsors: Representative Rodne.

House Committee on Judiciary
Senate Committee on Law & Justice

Background:

Venue for Actions By or Against Counties.

"Venue" refers to the court in which a case may be heard. All actions against any county may be commenced in the superior court of that county or in the superior court of either of the two nearest judicial districts. All actions by any county must be commenced in the superior court of the county in which the defendant resides, or in either of the two judicial districts nearest to the county bringing the action.

Contracts Against Public Policy.

Contract terms are generally enforceable based on the theory of freedom of contract. However, a contract or its terms may be void and unenforceable if the contract violates certain principles of contract law. For example, a contract may be unenforceable if there is no consideration, if it is unconscionable, or if it contravenes public policy.

Contract terms are unenforceable on grounds of public policy when the interest in their enforcement is clearly outweighed by a public policy against the enforcement of the terms. In order to determine whether a contract violates public policy, courts ask if the contract has a tendency to be against the public good or to be injurious to the public.

Examples of contracts, or their terms, that are declared by statute to be void as against public policy in Washington include, but are not limited to, contracts that require:

- a bidder on a public building or construction contract to obtain or procure any surety bonds or insurance specified in connection with the contract; and
- a party to a construction contract to indemnify against liability caused by the sole negligence of the person requesting indemnification.

Summary:

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

Any provision in a public works contract with any county that requires a civil action be commenced in the superior court of that county is void and unenforceable as against public policy. This does not apply to any provisions that require a dispute be submitted to arbitration.

Votes on Final Passage:

House	97	0
Senate	42	2

Effective: July 24, 2015