

10/28/07

# AGENDA SHEET FOR COUNCIL MEETING OF: March 24, 2008

RECEIVED  
MAR 20 2008  
CITY CLERK'S OFFICE  
SPOKANE, WA

2015  
AgSht12.14.2007  
CITY OF  
SPOKANE

Submitting Dept.  
Municipal Court

Contact Person/Phone No.  
Cindy Marshall 625-4450

Council Sponsor  
Public Safety Committee

### ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

### LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

### CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2008-0302

OPR 2007- 0243  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
8512

### STANDING COMMITTEES

(Date of Notification)

- Finance \_\_\_\_\_
- Neighborhoods \_\_\_\_\_
- Planning/Community & Econ Dev \_\_\_\_\_

- Public Safety 3/17/08
- Public Works \_\_\_\_\_

Neighborhood/Commission/Committee Notified:  
\_\_\_\_\_  
Action Taken: \_\_\_\_\_

### AGENDA

#### WORDING:

(If contract, include the term.)

Interlocal Agreement with Spokane County and Spokane County Superior Court for sharing of jury management services for the City Municipal Court. January 1, 2008 – December 31, 2008.

#### BACKGROUND:

(Attach additional sheet if necessary)

This agreement is between the City, County, and Superior Court whereby the Court provides shared jury management services between the Superior Court and the District and Municipal Courts. This results in better use of court resources and more efficient utilization of called juries.

**RECOMMENDATION:** Approve

<b>Fiscal Impact:</b> <input type="checkbox"/> N/A	<b>Budget Account:</b> <input type="checkbox"/> N/A
<input checked="" type="checkbox"/> Expenditure: \$ 45,000	# 0560 13100 12500 54915 (\$20,000)
<input type="checkbox"/> Revenue: \$	# 0560 13100 12500 55114 (\$25,000)
<input type="checkbox"/> Budget Neutral	

**ATTACHMENTS:** Include in Packets: Contract  
On file for Review in Office of City Clerk:

#### SIGNATURES:

[Signature]  
Department Head

\_\_\_\_\_  
Division Director

[Signature]  
Finance mrl

[Signature]  
Legal

[Signature]  
Chief of Staff for Mayor

[Signature]  
Council President

#### DISTRIBUTION:

- Contract Accounting
- Municipal Court – C. Marshall
- District Court – F. Neeri
- General Admin. – D. Webster
- for Spokane County Superior Court
- Ron Miles
- Spokane County Commissioners

#### COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:  
March 31, 2008  
[Signature]  
CITY CLERK

OPR 2008-0302

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10-08-08  
CITY CLERK'S OFFICE  
SPOKANE, WA

**INTERLOCAL AGREEMENT FOR COSTS INCIDENT  
TO JURY MANAGEMENT SERVICES IN THE CITY OF SPOKANE  
(January 1, 2008-December 31, 2008)**

**THIS AGREEMENT**, made and entered into by and 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 "COUNTY," the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Blvd., Spokane, Washington 99201, hereinafter referred to as "CITY" and **Spokane County Superior Court**, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "COURT," jointly hereinafter referred to as the "PARTIES."

**WITNESSETH:**

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

**WHEREAS**, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

**WHEREAS**, the COURT maintains a Jury Management System ("System"); and

**WHEREAS**, the CITY is desirous of using the COURT'S System for its Municipal Court; and

**WHEREAS**, in conjunction with the CITY'S use of the System, the CITY agrees to pay a percentage of the administrative costs for such System, to include (1) personnel, computer equipment/printer and supply costs; (2) printing and postage costs; (3) State Industrial Insurance costs; and (4) juror fees, mileage and parking costs.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually 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 COURT will provide System services to the CITY. For the purpose of this Agreement, the System is described as summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY'S Municipal Court. The terminology CITY'S Municipal Court shall mean that Court used by the CITY to meet its responsibilities under RCW 39.34.180.

**SECTION NO. 2: DURATION**

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This Agreement shall be effective at 12:01 A.M. on January 1, 2008, and run through 11:59 P.M. December 31, 2008, unless one or all of the PARTIES give notice of termination as provided for in Section No. 5 and Section No. 10 of this Agreement.

**SECTION NO. 3: COST OF SERVICES AND PAYMENTS**

The CITY shall pay the COUNTY the actual costs for its use of the System in 2008 as outlined below.

- A. **Reimbursement.** Costs of the System shall be comprised of two components, namely (1) costs for each jury panel requested, and (2) administrative costs for management of the System.

**(1) Costs for each jury panel requested.**

Costs for each jury panel requested shall be the actual costs to include jury fee, mileage, and all other costs directly attributable to the specific jury requested. These costs shall be the responsibility of the CITY once a jury is requested regardless of whether it is ever empanelled.

**(2) Administrative costs for management of the System.**

Administrative costs of the System shall include all costs incurred by the COURT in operating/providing the System for any calendar year to include:

Item (a): court personnel, Information Services Department personnel, computer equipment/printer and supply costs. Personnel costs will include (i) all cost of giving (COLA) adjustments as authorized by the COUNTY for persons providing the System and/or (ii) salary increases.;

Item (b): printing and postage costs; and

Item (c): State Industrial Insurance costs.

Any increase in any administrative costs will be reflected in the current year's costs.

The CITY'S share of the administrative costs under Item (a) above will be calculated by taking the total costs for Item (a) for any calendar year and dividing it by the total number of jury panels requested in Superior, District and Municipal Court by all users of the System. This will provide a per jury panel administrative costs for Item (a). The CITY will then pay this per jury administrative costs for Item (a) for each jury panel it has requested.

The CITY'S share of the administrative costs under Item (b) shall be determined by using the percentage of juror days served by Superior, District, and Municipal Courts in any calendar year. The CITY shall pay its proportionate share of such cost based on the number of juries requested.

The CITY'S share of the administrative costs under Item (c) shall be determined by taking the per hour juror rate which the COURT pays for State Industrial Insurance and multiplying it by the total number of juror hours for persons who served as jurors for the CITY.

- B. **Payment.** The COUNTY will invoice the CITY for its actual use of the System on or before January 15, 2009 for the use of the System in the preceding year. 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. The CITY also agrees to pay juror fees and mileage on a monthly basis, parking costs on a quarterly basis, and state industrial insurance yearly along with administration costs.

#### **SECTION NO. 4: SERVICES PROVIDED**

The COUNTY, through the COURT, shall operate and provide the System to the CITY. The System is generally described as computer system maintenance, summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY'S Municipal Court.

#### **SECTION NO. 5: NOTICE**

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 certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES 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: Spokane Superior Court Presiding Judge  
Spokane County Superior Court  
1116 West Broadway Avenue  
Spokane, Washington 99260

**8 0359**

CITY: City of Spokane Mayor or his/her authorized representative  
City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

Spokane District Court Presiding Judge  
Spokane County District Court  
1110 West Mallon Avenue  
Spokane, Washington 99260

**SECTION NO. 6: 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. 7: ASSIGNMENT**

No Party may assign, in whole or in part, its interest in this Agreement without the approval of all other PARTIES.

**SECTION NO. 8: LIABILITY**

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/COURT'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/COURT, their 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/COURT, their 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.

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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. 9: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY/COURT shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY/COURT for any purpose.

### **SECTION NO. 10: MODIFICATION, WITHDRAWAL, NON-RENEWAL AND TERMINATION**

This Agreement may be modified in writing by mutual agreement of the PARTIES.

Any Party may withdraw from this Agreement upon a minimum of 90 days written notice to the other PARTIES of intent to withdraw. Any Party may terminate this Agreement upon a breach by the other Party, provided the Party seeking to terminate the Agreement shall provide at least 30 days written notice and an opportunity to cure by the breaching Party.

Upon withdrawal or termination, the CITY shall be obligated to pay for only those System services rendered prior to the date of withdrawal or termination.

The withdrawal of the CITY from this Agreement shall not impose a requirement on the COUNTY/COURT to provide for the funding or handling of System services for cases that are filed after the effective date of withdrawal.

### **SECTION NO. 11: PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized by any Party to meet its obligations under the terms of this Agreement shall remain with such Party.

### **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: SEVERABILITY**

It is understood and agreed among the PARTIES 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 or conform to such statutory provision.

**SECTION NO. 14: 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. 15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT**

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.

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

**SECTION NO. 16: AUDIT/RECORDS**

The COUNTY AND COURT shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The COUNTY and COURT 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. 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, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

**SECTION NO. 18: RCW 39.34 REQUIRED CLAUSES**

A. **PURPOSE**

See Section No. 1 above.

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B. DURATION

See Section No. 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.

F. FINANCING.

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION.

See Section No. 10 above.

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

**DATED:** \_\_\_\_\_

**SPOKANE COUNTY SUPERIOR COURT:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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DATED: April 15 2008



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

Bonnie Mager  
BONNIE MAGER, Chairman

ATTEST:

Daniela Erickson  
Daniela Erickson  
Clerk of the Board

Todd Mielke  
TODD MIELKE, Vice chair

Mark Richard  
MARK RICHARD, Commissioner

DATED: \_\_\_\_\_

CITY OF SPOKANE

Attest:

L. Cloore  
City Clerk (Acting)

By: Mark M. Earley

Title: (Mark M. Earley, Chief of Staff)

Approved as to form:

B. Burns  
Assistant City Attorney

Approved as to form:

James M. ...  
Deputy Civil Prosecutor



NO. 8 0359

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

RECEIVED  
10-08-08  
CITY CLERK'S OFFICE  
SPOKANE, WA

IN THE MATTER OF EXECUTING AN )  
AGREEMENT AMONG AND BETWEEN )  
SPOKANE COUNTY, SPOKANE COUNTY )  
SUPERIOR COURT AND THE CITY OF )  
SPOKANE REGARDING COSTS INCIDENT TO )  
JURY MANAGEMENT SERVICES FOR )  
CALENDAR YEAR 2008 )

**RESOLUTION**

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

**WHEREAS**, RCW 39.34 (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

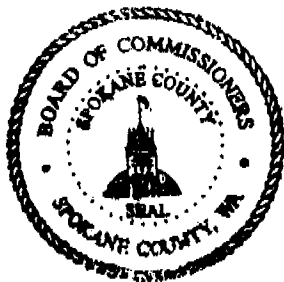
**WHEREAS**, the Spokane County Superior Court maintains a Jury Management System ("System"); and

**WHEREAS**, the City of Spokane will operate a Municipal Court in calendar year 2008 and is desirous of using the Spokane County Superior Court's System; and

**WHEREAS**, in conjunction with the City of Spokane's use of the System, the City agrees to pay a percentage of the costs for such System, to include (1) costs for each jury panel requested, and (2) administrative costs for management of the System.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR COSTS INCIDENT TO JURY MANAGEMENT SERVICES IN THE CITY OF SPOKANE (January 1, 2008 - December 31, 2008)" pursuant to which, under certain terms and conditions, the City of Spokane will use the Spokane County Superior Court Jury Management System and in conjunction therewith will pay a percentage of the costs for such System, to include (1) costs for each jury panel requested, and (2) administrative costs for management of the System.

PASSED AND ADOPTED this 15<sup>th</sup> day of April 2008.



ATTEST:

*Daniela Erickson*  
Daniela Erickson, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Bonnie Mager*  
BONNIE MAGER, Chair

*Todd Mielke*  
TODD MIELKE, Vice-Chair

*Mark Richard*  
MARK RICHARD, Commissioner