

AGREEMENT REGARDING JURY PANELS FOR MUNICIPAL COURT

This Agreement regarding Jury Panels for Municipal Court (hereinafter this Agreement) is entered into as of the date written below between the City of Bainbridge Island (hereinafter City), a Washington municipal corporation, and Kitsap County (hereinafter County), a political subdivision of the State of Washington.

WHEREAS

- A. The City has a municipal court for which it needs, from time to time, panels of petit jurors; and
- B. Municipal court jurors shall be selected in the same manner as superior court jurors pursuant to RCW 2.36.050; and
- C. Jury management activities may be performed by the superior court on behalf of courts of limited jurisdiction pursuant to an agreement between the judges of each representative court pursuant to RCW 2.36.052; and
- D. The County is capable of providing jury panels for the City's court through the Kitsap County Superior Court Clerk (hereinafter Clerk); and
- E. Superior court jurors are County employees for purposes of workers' compensation coverage under the Industrial Insurance Act, Title 51 RCW.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Jury panels provided. The Clerk shall provide to the City, so often as the City requests, a panel of up to twenty (20) potential jurors from which the City may select persons to serve on its petit juries. The Clerk shall follow the statutes and rules applicable to superior court petit juries in providing such potential jurors. To this end, the Clerk's duties shall include, but are not necessarily limited to:

- a. Electronic, random selection of prospective jurors;
- b. Serving juror summonses;
- c. Receiving requests for excuses from jury service;
- d. Directing veniremen to the proper time and place for jury service;
- e. Payment of mileage and per diem.

Section 2. Payment by the City. The City shall pay the County a one hundred twenty-five dollar (\$125.00) administrative fee plus actual mileage and per diem costs incurred by the County per jury panel that reports for duty or serves upon a City case. The Clerk shall bill the City monthly for services due under this Agreement. The City shall pay such bills within thirty (30) days.

Section 3. Call for panel. The City shall notify the Clerk of the need for a jury panel no later than two o'clock p.m. on the day before the panel is needed.

Section 4. Call off. Once the City has called the Clerk to provide a jury panel, the City shall notify the Clerk no later than three o'clock p.m. on the day prior to jury service that the panel is no longer needed. In the event the City fails to meet this deadline, it shall be charged the administrative fee plus any mileage or per diem costs for providing a panel of jurors.

Section 5. Payment to jurors. The County shall pay, on behalf of the City, the following fees to veniremen:

- a. Per diem: ten (\$10.00) dollars per day;
- b. Mileage: at the rate established by the Director of Financial
Management pursuant to RCW 2.36.150 and RCW 43.03.060.

The County shall not be obliged to pay for meals, lodging, or parking. The City shall provide parking opportunities at no cost to veniremen.

Section 6. Duties of the City. The City shall record the names, addresses, and mileage of all veniremen reporting for duty. In addition, the City shall record the names of all jurors serving more than one (1) day and the number of days served by each. The City shall provide the foregoing information to the Clerk within five (5) working days.

Section 7. Risk of non-reporting. The City shall bear the risk and consequences of veniremen not reporting for service as directed by the Clerk.

Section 8. Status of jurors. For purposes of this Agreement and the Industrial Insurance Act, any person summoned for City municipal court jury duty is an employee of the City while providing jury services for the municipal court.

Section 9. American with Disabilities Act. The City shall comply with all provisions of the American with Disabilities Act (ADA) which are applicable, including but not limited to Title 2 of the ADA. The parties agree that compliance as it relates to the structural aspects of the County building is not the responsibility of the City as the building is owned by the County.

Section 10. Term. This Agreement shall become effective on January 1, 2018, and will expire December 31, 2020.

Section 11. Termination. Any party may terminate this Agreement by providing thirty (30) days written notice to the other.

Section 12. Modification. This Agreement may be modified only by written agreement of all parties.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

DATED this _____ day of _____, 2017.

PRESIDING JUDGE OF THE SUPERIOR
COURT OF THE COUNTY OF KITSAP

Judge Sally Olsen, Department 8

DATED this _____ day of _____, 2017.

Alison H. Sonntag
Kitsap County Clerk & Jury Commissioner

DATED this _____ day of _____, 2017.

CITY OF BAINBRIDGE ISLAND

Doug Schulze
City Manager

DATED this _____ day of _____, 2017.

CITY OF BAINBRIDGE ISLAND

Judge Sara L. McCulloch
Bainbridge Island Municipal Court

ATTEST:

City Clerk