

*Delaney*



**Agenda Sheet for City Council Meeting of:**  
04/14/2014

<b>Date Rec'd</b>	4/2/2014
<b>Clerk's File #</b>	OPR 2014-0268
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR14364

<b>Submitting Dept</b>	MUNICIPAL COURT
<b>Contact Name/Phone</b>	HOWARD DELANEY 625-4450
<b>Contact E-Mail</b>	HDELANEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0560 INTERLOCAL WITH SPOKANE COUNTY FOR JURY MANAGEMENT

**Agenda Wording**  
Interlocal Agreement with Spokane County and Spokane County Superior Court for the Sharing of 2014 Jury Management Service for Spokane Municipal Court from January 2, 2014 through December 31, 2016

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

<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 11,000	# 0560-13100-12500-54915
Expense	\$ 12,000	# 0560-13100-12500-55114
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DELANEY, HOWARD	<b>Study Session</b>	PSC March 17, 2014
<b>Division Director</b>	LOGAN, MARY	<b>Other</b>	
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	mlesesne@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	hwhaley@spokanecity.org; jfaught@spokanecity.org	
<b>Additional Approvals</b>		rmiles@spokanecounty.org	
<b>Purchasing</b>		jemacio@spokanecounty.org	
		hdelaney@spokanecity.org	
		mlogan@spokanecity.org	
		tjones@spokanecity.org	

APPROVED BY SPOKANE CITY COUNCIL ON

*4/14/2014*  
*[Signature]*  
SPOKANE CITY CLERK

NO. 14-0513

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

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 [JANUARY 1, )  
2014 - DECEMBER 31, 2016] )

**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

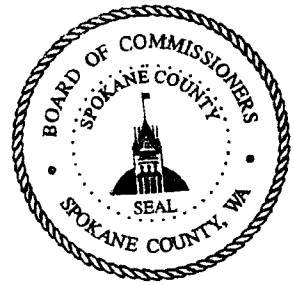
**WHEREAS**, the City of Spokane will operate a Municipal Court in calendar years 2014 - 2016 and is desirous of using the Spokane County Superior Court's System; and

**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) personnel, computer equipment/printer and supply costs; (2) printing and postage costs; (3) State Industrial Insurance costs; and (4) juror fees, mileage, bus and parking costs, and (5) indirect costs.

**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, 2014 - December 31, 2016)" 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) personnel, computer equipment/printer and supply costs; (2) printing and postage costs; (3) State Industrial Insurance costs; and (4) juror fees, mileage, bus and parking costs, and (5) indirect costs.

PASSED AND ADOPTED this 17th day of June 2014.


BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

  
AL FRENCH, Chair

  
TODD MIELKE, Vice-Chair

  
Daniela Erickson, Clerk of the Board

  
SHELLY O'QUINN, Commissioner

## Appendix "A"

14-0513

**INTERLOCAL AGREEMENT FOR COSTS INCIDENT  
TO JURY MANAGEMENT SERVICES IN THE CITY OF SPOKANE  
(January 1, 2014-December 31, 2016)**

**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, bus and parking costs, and (5) indirect 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**

This Agreement shall be effective at 12:01 A.M. on January 1, 2014, and run through 11:59 P.M. December 31, 2016, 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 2013 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,

Item (c): State Industrial Insurance costs,

Item (d): Cost for bus passes for jurors summoned on CITY cases, and

Item (e): Indirect 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 2 (a) above will be calculated by taking the total costs for Item 2 (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 2 (a). The

CITY will then pay this per jury administrative costs for Item 2 (a) for each jury panel it has requested.

The CITY'S share of the administrative costs under Item 2 (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 2 (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.

The CITY's share of the administrative costs under Item 2 (d) shall include the actual cost of bus passes for jurors summoned on CITY cases as well as the actual cost of parking on public lots within the Spokane County Courthouse complex for jurors called in to serve on CITY cases.

The CITY's share of the administrative costs under Item 2 (e) shall be determined by multiplying the indirect cost percentage calculated by the COUNTY Indirect Cost Plan by all other costs listed in this Agreement.

- B. **Payment.** The COUNTY will invoice the CITY for its actual use of the System on or before January 15, 2015 and successive years 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 monthly basis, state industrial insurance yearly along with administration costs. Indirect costs will be added to each monthly and annual billing.

#### **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

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

Spokane Municipal Court Presiding Judge  
Spokane Municipal 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 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. 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 ninety (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 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: EXECUTION AND APPROVAL**

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

**SECTION NO. 19: 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. 20: THIRD PARTY BENEFICIARIES**

This Agreement is intended for the benefit of the COURT, CITY and COUNTY and not for the benefit of any third parties.

**SECTION NO. 21: RCW 39.34 REQUIRED CLAUSES**

A. **PURPOSE**

See Section No. 1 above.

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: 6-19-14

SPOKANE COUNTY SUPERIOR COURT:

By: [Signature]

Title: Presiding Judge



6/17/2014

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

[Signature]  
SHELLEY O'QUINN, COMMISSIONER

[Signature]  
AL FRENCH, CHAIR

[Signature]  
TODD MIELKE, VICE CHAIR

[Signature]  
Daniela Erickson  
Clerk of the Board

DATED: 5/5/2014

CITY OF SPOKANE

Attest:  
[Signature]  
City Clerk

By: [Signature]  
David A. Condon  
Mayer  
City of Spokane



Approved as to form:  
[Signature]  
Assistant City Attorney

Approved as to form:  
[Signature]  
Deputy Civil Prosecutor

DATED: 6/18/14

CITY OF SPOKANE MUNICIPAL COURT:

By: Mary O'Neil

Title: Presiding Judge  
City of Spokane  
Municipal Court

Submit to Clerk of the Board with accompanying paperwork (Resolution, Agreements, etc.)

## AGENDA SHEET

**SUBMITTING DEPARTMENT:** *Spokane Superior Court*

**CONTACT PERSON:** *Ron Miles*

**PHONE NUMBER:** *477-4401*

**CHECK TYPE OF MEETING ITEM BELOW:**

**9:00 AM CEO MEETING:**

**2:00 PM CONSENT AGENDA:**   
**BY LEAVE:**

**5:30 PM LEGISLATIVE SESSION:**   
**BY LEAVE:**

**SPECIAL SESSION:**

**BELOW FOR CLERK'S USE ONLY:**

Clerk's Resolution No. 14-0513  
Approved: Majority/Unanimous \_\_\_\_\_  
Denied: Majority/Unanimous \_\_\_\_\_  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:** *Execute 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 years 2014 to 2016 inclusive.*

**BACKGROUND:** *(Attach separate sheet(s) if necessary): Execute 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 years 2014 to 2016 inclusive. The City of Spokane will use the Spokane Superior Court Jury Management System and in conjunction therein will pay a pro rata portion of the costs for such System, to include (1) costs for each jury panel requested, and (2) administrative costs for management of the System.*

**FISCAL IMPACT:**

**REQUESTED BOARD ACTION:**

**SIGNATURES:** *(Signatures must be completed before submitting to the Clerk of the Board).*

\_\_\_\_\_  
1) Legal Department

\_\_\_\_\_  
2) Auditor's Office

\_\_\_\_\_  
3) Budget Office

*Ronald E. Miles*  
\_\_\_\_\_  
4) Department Head/Elected Official or  
Designated Authority (Requesting Agenda Item)

\_\_\_\_\_  
5) Central Services

\_\_\_\_\_  
Other