# 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, a Washington municipal corporation (hereinafter City) and Kitsap County (hereinafter County).

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 City's court through the Kitsap County Superior Court Clerk (hereinafter Clerk); and

E. Superior court jurors are county employees for purposes of worker's 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. Clerk shall provide to City, so often as City requests, a panel of up to twenty (20) potential jurors from which City may select persons to serve on its petit juries. Clerk shall follow the statutes and rules applicable to superior court petit juries in providing such potential jurors. To this end, 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 City. City shall pay County a one hundred twenty-five ($125.00) administrative fee plus actual mileage and per diem costs incurred by County per jury panel that reports for duty or serves upon a City case. Clerk shall bill City monthly for services due under this Agreement. City shall pay such bills within thirty (30) days.

Section 3. Call for panel. City shall notify 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 City has called Clerk to provide a jury panel, City shall notify 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 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. County shall pay, on behalf of 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.

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

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

Section 7. Risk of Non-reporting. City shall bear the risk and consequences of veniremen not reporting for service as directed by 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. 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, 2015 and will expire December 31, 2017.

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 10 day of December, 2014.

PRESIDING JUDGE OF THE SUPERIOR COURT OF THE COUNTY OF KITSAP

Judge Leila Mills, Department 2

DATED this 7th day of November, 2014.

David W. Peterson
Kitsap County Clerk & Jury Commissioner

DATED this 15 day of October, 2014.

CITY OF BAINBRIDGE ISLAND

Doug Schulze
City Manager

DATED this _____ day of _____, 2014.

CITY OF BAINBRIDGE ISLAND

Judge Sara L. McCulloch
Bainbridge Island Municipal Court

ATTEST:

City Clerk

DATED this _____day of _____, 2014.

PRESIDING JUDGE OF THE SUPERIOR
COURT OF THE COUNTY OF KITSAP

_____
Judge Leila Mills, Department 2

DATED this _____ day of _____, 2014.

_____
David W. Peterson
Kitsap County Clerk & Jury Commissioner

DATED this _____ day of _____, 2014.

CITY OF BAINBRIDGE ISLAND

_____
Doug Schulze
City Manager

DATED this _____ day of _____, 2014.

CITY OF BAINBRIDGE ISLAND

Sara McCulloch
Judge Sara L. McCulloch
Bainbridge Island Municipal Court

ATTEST:

Rosalind D. Vassoft
City Clerk