

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: March 6, 2023	PREPARED BY: Michael Killian, County Clerk
Meeting Date Requested: March 14, 2023	PRESENTED BY: Michael Killian, County Clerk
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <div style="float: right;"> Brought Before the Board Time needed: </div>	
SUBJECT: Board approval for Jury Panel Agreement with the City of Pasco's Municipal Court Effective through December 31, 2028.	
FISCAL IMPACT: Additional \$1000 in revenue per year from 2023 – 2028 to Clerks budget 160 line 341.49.003	
BACKGROUND: In 2002 the County entered into an agreement with the City of Pasco's Municipal Court to manage jury services, the current agreement expired December 31, 2022.	
COORDINATION: Michael Killian, County Clerk, Liz Porras, Court Administrator for the City of Pasco's Municipal Court, Tiffany Runge, Court Administrator for Benton/Franklin Counties Superior Court.	
RECOMMENDATION: Michael Killian requests the BOCC approve the resolution, and sign AGREEMENT REGARDING JURY PANELS FOR PASCO MUNICIPAL COURT.	
ATTACHMENTS: 1. Resolution 2. Current Agreement Regarding Jury Panels for Pasco Municipal Court, and New Agreement Regarding Jury Panels for Pasco Municipal Court.	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of party(s) that will need a pdf.) Copy: Michael Killian, County Clerk; Liz Porras; Court Administrator for the City of Pasco, Municipal Court; Tiffany Runge; Court Administrator for Benton/Franklin Counties Superior Court; Auditors Office Accounting. Original : Clerk of the Board Karin Milham	

I certify the above information is accurate and complete.

Name: Yusuf Ali

Title: County Clerk

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**AGREEMENT REGARDING JURY PANELS FOR PASCO MUNICIPAL
COURT EFFECTIVE THROUGH DECEMBER 31, 2028**

WHEREAS, Franklin County Resolution 2017-331 approved the previous agreement regarding jury panels for Pasco Municipal Court; and

WHEREAS, there has been an increase in costs and fees, and the current agreement expired December 31, 2022, a new agreement is requested to be signed by the Franklin County Board of Commissioners; and

WHEREAS, the term of this agreement will expire December 31, 2028; and

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Agreement regarding jury panels for Pasco Municipal Court, effective through December 31, 2028.

APPROVED this 14 day of March 2023

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Clint Didier, Chair

Attest:

Rocky Mullen, Chair Pro Tem

Clerk to the Board

Brad Peck, Member

Originals: Auditor
City of Pasco

cc: Superior Court Administrator
County Clerk

AGREEMENT REGARDING JURY PANELS FOR MUNICIPAL COURT

WHEREAS

- A. The City of Pasco (hereinafter 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. Franklin County (hereinafter County) is capable of providing jury panels for City's court through the Franklin 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, each Wednesday so often as City requests, a panel of up to eighteen 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 Five Hundred dollars per day 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 County \$2500.00 each year for postage and printing of juror summonses. Clerk shall bill City by November 15, of each year for such service under agreement. City shall pay such bill within thirty days.

Section 3. Call for panel. City shall notify Clerk of the need for a jury panel no later than four o'clock p.m. on the Tuesday 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 four 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 incurred 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 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, or lodging.

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 day and the number of days served by each. City shall provide the foregoing information to the Clerk at the conclusion of the trial.

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 upon signing and will expire December 31, 2028.

Section 11. Termination. Any party may terminate this agreement by providing thirty days written notice to the other.

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

Dated this 12th day of January, 2023

JUDGES OF THE SUPERIOR COURT OF THE COUNTY OF FRANKLIN



Jackie Shea-Brown



Joe Burrowes



Sam Swanberg



Jacqueline Stam



David Petersen



Diana Ruff



Norma Rodriguez

Dated this 4th day of January, 2023

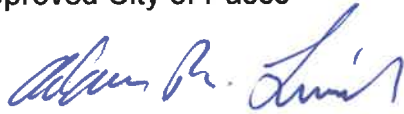


Michael J. Killian, County Clerk



Dated this 3 day of February, 2023

Approved City of Pasco



Name/Title Interim City Manager

ATTEST:



City Clerk

Approved Franklin County Board of Commissioners

Chair

ATTEST:

Chair Pro Tem

Clerk to the Board

Member