

## **AGREEMENT FOR JURY SERVICES**

THIS AGREEMENT, hereinafter an "Agreement," is made and entered into by and between the City of Yakima Municipal Court (hereinafter the "City"), and the Clerk of Superior Court for Yakima County, (hereinafter "County") under the authority and in conformance with RCW 39.34, the Interlocal Cooperation Act.

### **I. RECITALS**

- A. The City conducts criminal trials that require jurors from within the City of Yakima city limits.
- B. The City desires that the County conduct jury services to provide the necessary jurors for criminal trials.
- C. The County has the experience and ability to provide jury services to the City for criminal jury trials.
- D. The parties desire to enter into an Agreement for provision of such services pursuant to the terms and conditions set forth herein and below.

### **II. AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the County as follows:

- 1. **Scope of work.** County shall provide jury services which includes staff, specialized equipment, and do all things necessary for or incidental to the performance of the following work. Jury services include, but are not limited to:
  - a. Sending juror summons and questionnaires to potential jurors.
  - b. Providing a copy of the returned questionnaires to the City upon request.
  - c. Notifying potential jurors if they are needed for trial via a juror call-in line.
  - d. Providing a Case Information Sheet for each jury panel that reports to Yakima Municipal Court.
  - e. Processing all payments to jurors including juror fees and mileage reimbursements.

County will annually prepare a Master Jury List and provide a copy of the Order Re: Clerk's Master Jury List Certification to the City.

- 2. **City's Responsibilities.** In addition to compensation paid to the County pursuant to Section 3 below, the City shall provide the following services to facilitate jury services:

City will be responsible for notifying the County by 4:00 PM the day prior to any scheduled jury trial of the need for jurors. Similarly, if there are no trials that are expected, that message will be conveyed to the County. The City will check in all jurors that appear for scheduled jury trials on a log sheet provided by County. The City will also provide the County a copy of the log sheet to process the juror reimbursements.

3. **Compensation.** The City shall pay the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per month as full compensation for all services provided pursuant to this Agreement, plus all costs paid to jurors for fees and mileage reimbursements. The County shall bill the City quarterly and will include an itemized cost bill.
4. **Term of Agreement.** The term of this Agreement shall commence on September 1, 2022 and shall terminate September 1, 2027, unless terminated earlier by either party in accordance with Section 14 of this Agreement. This Agreement may be extended for up to two additional five-year periods by written agreement executed by the Presiding Judge of Municipal Court and the Clerk of the Yakima Superior Court prior to expiration.
5. **Status of County.** The County and the City understand and expressly agree that County is an independent contractor in the performance of each and every part of this Agreement. The County, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement free from supervision by the City over the methods and details of performance except as provided herein. Additionally, and as an independent contractor, County and its employees shall make no claim against the City for employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between County or any officer, employee or agent of County and the City.
6. **Taxes and Assessments.** County shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement.
7. **Non-Discrimination.** During the performance of this Agreement, the parties shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental, or physical disability. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.
8. **Compliance With Law.** The County and the City both agree to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.
9. **No Conflict of Interest.** The County represents that its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

10. **No Insurance Provided by City.** It is understood the City does not maintain liability insurance for County and/or its employees.

11. **Indemnification and Hold Harmless.** The City agrees to defend, indemnify, and hold harmless County, its officials, officers, employees and agents from any and all suits, judgments, actions, claims, demands, damages, and costs and expenses, including reasonable attorneys' fees, which result or arise out of the sole negligent acts or omissions, if any, of the City of Yakima, its officials, officers, employees or agents.

County agrees to defend, indemnify, and hold harmless the City, its officials, officers, employees and agents from any and all suits, judgments, actions, claims, demands, damages, and costs and expenses, including reasonable attorneys' fees, which result or arise out of the sole negligent acts or omissions, if any, of County, its officials, officers, employees or agents.

If any suits, judgments, actions, claims or demands arise out of or in connection with the negligent acts and/or omissions of both the City or County or their officials, officers, employees or agents pursuant to this Agreement, each party shall be liable for its proportionate share of negligence for any resulting suits, judgments, actions, claims, demands, damages, and costs and expenses, including reasonable attorneys' fees.

The terms of the section shall survive any expiration or termination of this Agreement.

Nothing contained in this Section, or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

12. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of county as stated herein.

13. **Non-Waiver.** The waiver by County or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

14. **Termination.** The County or the City may terminate this Agreement, with or without cause, by giving the other party at least three hundred sixty-four (364) days advance written notice of termination. In the event of such termination, the County shall be compensated for actual expenses incurred, which cannot be reversed, up to the effective date of termination. In such event, County shall provide City with Invoices supporting and documenting such expenses.

15. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term of expiration of this agreement and shall be binding on the parties to this Agreement.

16. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties at their addresses as follows:

CITY: Presiding Judge  
200 South 3<sup>rd</sup> Street Yakima, WA 98901

COUNTY: Clerk of Superior Court  
128 N 2<sup>nd</sup> Street Room 323, Yakima WA 98901

Or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

17. **Separate Legal Agency.** This Agreement shall not create a separate legal or administrative agency.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
19. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.
20. **Effective Date.** This Agreement shall be effective as and from the date signed by the last party to sign.

**CITY OF YAKIMA**

**YAKIMA COUNTY**

By: \_\_\_\_\_  
Presiding Judge

By: \_\_\_\_\_  
Tracey M. Slagle, County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Contract Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_