

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

<b>AGENDA ITEM:</b> Renewal of Facility Use Agreement with US Bankruptcy Court	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Suzanne Elsner, Court Administrator 	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Facility Use Agreement	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The United States Bankruptcy Court Western Washington Division has used the Marysville Municipal Court Facility since 2008 for preliminary bankruptcy hearings. Hearings are scheduled on the second and fourth Wednesday of each month. Hearings include Federal Judge Bacerra, a US Marshall, Court reporter and US Bankruptcy Clerk. Several attorneys and clients also appear for these hearings. The Bankruptcy participants begin to enter the building at 8:00 am and calendars start at 9:00 am and end at noon. Holding the hearings in the Municipal Court Building requires no staff time or participation. The current fee for use of the facility is \$300.00 per session.

Allowing the US Bankruptcy Court to use the facility for their court hearings has very little impact on the function of the Marysville Municipal Court and the calendars are easily merged into the Court's current schedule. Therefore, we see no reason not to continue the relationship with the United States Bankruptcy Court.

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the Renewal Facility Use Agreement with the United States Bankruptcy Court.
<b>COUNCIL ACTION:</b>

**FACILITIES USE AGREEMENT EXTENSION AND RENEWAL  
BETWEEN THE CITY OF MARYSVILLE AND  
THE U.S. BANKRUPTCY COURT**

This extension and renewal is made and entered into this day by and between the City of Marysville, a non-charter code city of the State of Washington, (hereafter “City”) and the United States Bankruptcy Court for the Western District of Washington (hereafter “Bankruptcy Court”) for the use by the Bankruptcy Court of certain facilities owned by the City.

WHEREAS, the parties entered into a FACILITIES USE AGREEMENT hereafter “Agreement” signed by the Bankruptcy Court on or about November 21, 2012; and

WHEREAS the Agreement will terminate on December 31, 2016 unless extended by mutual agreement of the parties; and

WHEREAS, the parties have agreed to extend the Agreement to be in effect from January 1, 2017 to December 31, 2017 pursuant to Paragraph 4 entitled “PERIOD AND TIME OF USE” by exercising “Option 4”,

**Now, therefore, in consideration of the above representations and the terms and conditions set forth herein, the parties agree as follows:**

Section 1. Pursuant to Paragraph 4 of the Agreement the parties mutually agree to exercise Option 4 and renew and extend the term of the Agreement from January 1, 2017 to December 31, 2017.

Section 2. Except as provided herein, all other provision of the Agreement shall remain in full force and effect, unchanged.

Section 3. SEVERABILITY: The terms of this extension and renewal are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Section 4: The undersigned certify that they are authorized to sign this extension and renewal on behalf of the Bankruptcy Court and the City, respectively, and that the Bankruptcy Court and the City acknowledge and accept the terms and conditions herein and attached hereto.

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS FOR THE  
UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF WASHINGTON:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated: \_\_\_\_\_ 20 \_\_\_\_

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Jon Nehring

Position: Mayor

Dated: \_\_\_\_\_ 20 \_\_\_\_