

July 7, 1993

Introduced by: NICKELS

Proposed No.: 93-488

MOTION NO. 9122

1  
2 A MOTION authorizing the executive to enter  
3 into an interlocal agreement between King  
4 County and the City of Seattle for the  
5 transfer of the City's interest in certain  
6 computer hardware and software to King  
7 County.

8 WHEREAS, King County and the city of Seattle cooperate by  
9 sharing criminal justice information such as Subject-In-Process  
10 data, and

11 WHEREAS, pursuant to a Memorandum of Understanding executed  
12 by King County and the Seattle Municipal Court, an automated  
13 systems interface hardware and software purchased with county  
14 and city funds has been installed in King County computer and  
15 communication services computers to permit access by King  
16 County and the Municipal Court to certain records in the other  
17 jurisdiction's computer files, and

18 WHEREAS, said Memorandum of Understanding calls for the  
19 transfer of the city's interest in such computer hardware and  
20 software to King County, and the county's assumption of  
21 maintenance responsibility therefore when the Municipal Court  
22 Information System ("MCIS") performance test has been completed  
23 successfully and the Municipal Court has received title to such  
24 automated systems interface, and

25 WHEREAS, the conditions for such transfer have been  
26 satisfied;


27 NOW, THEREFORE BE IT MOVED by the Council of King County:

28 The King County executive is hereby authorized to execute  
29 an interlocal agreement with the city substantially in the form  
30 of agreement attached hereto as "Exhibit A," providing for the  
31 transfer to King County of the city's interest in a Harris  
32 Adacom 9700 communication link (a/k/a "Mitek protocol  
33 converter" or "Mitek interface") in exchange for the county's  
34 assumption of all maintenance responsibilities with respect to  
35 such equipment.

1 Any action taken consistent with the authority and prior to  
2 the effective date of this motion, including but not limited to  
3 the execution of the attached Memorandum of Understanding with  
4 King County, is hereby ratified and confirmed.

5 PASSED this 20<sup>th</sup> day of September, 1993.

6 KING COUNTY COUNCIL  
7 KING COUNTY, WASHINGTON

8   
9 VICE Chair

10 ATTEST:

11   
12 ~~Deputy~~ Clerk of the Council

- 13 Attachments:  
14 A. King County/Municipal Court Information System  
15 Interlocal Agreement  
16 B. Memorandum of Understanding

**KING COUNTY  
MUNICIPAL COURT INFORMATION SYSTEM  
INTERLOCAL AGREEMENT**

9122

INTRODUCTION

THIS AGREEMENT is entered into between King County, a political subdivision of the State of Washington, and the City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as "COUNTY" and "CITY" respectively. This agreement has been authorized by the legislative body of the County as designated below:

King County Motion No. \_\_\_\_\_  
City: Ordinance 116570

In order to provide for two-way interface between the City's computerized Municipal Court Information System and the County's mainframe computer, the City and the County agreed to purchase, by way of a cost-sharing agreement, the Mitek Interface system. The City agreed to transfer title to the Mitek Interface System upon the successful completion of the City's performance test of the Municipal Court Information System. That performance test has been successfully completed.

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

"MCIS" means the computerized Municipal Court Information System.

"Mitek Interface" means the hardware and software for the automated two-way interface between MCIS and the County's mainframe computer.

II. THE PURPOSE OF THIS INTERLOCAL AGREEMENT IS:

To provide for the transfer of ownership of the Mitek Interface from the City to the County.

III. THE RESPONSIBILITIES OF THE COUNTY AND CITY ARE AS FOLLOWS:

**CITY**

The City shall transfer title to the Mitek Interface to the County.

**COUNTY**

The County shall take title to the Mitek Interface. When the County takes title to the Mitek Interface, the County will assume full responsibility for maintenance of the Mitek Interface.

IV. USE OF THE MITEK INTERFACE

The City and the County agree that the highest priority use of the Mitek interface is for access by the Seattle Municipal Court and the King County Department of Adult Detention to each other's computerized data bases. Other uses for the Mitek interface must be approved by both the City and the County. Neither party shall unreasonably withhold such approval.

V. EFFECTIVENESS

This interlocal agreement shall become effective upon its signature by the County and City.

VI. NOTICE

IN WITNESS WHEREOF, this agreement has been executed by each party on the date set forth below.

CITY OF SEATTLE

KING COUNTY

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
King County Executive

Date \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Ordinance 116570

Pursuant to Motion No. \_\_\_\_\_

\_\_\_\_\_  
Clerk - Attest

\_\_\_\_\_  
Clerk - Attest

Approved as to form

Approved as to form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
King County  
Prosecuting Attorney

Date \_\_\_\_\_

Date \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This memorandum states the preliminary understanding of King County ("the County") and the Seattle Municipal Court ("the Court") regarding 1) the Court's request for Subject-in-Process (SIP) data to support its new computerized Municipal Court Information System (MCIS); and 2) cost sharing between the Court and the County to purchase and implement a two-way automated interface between MCIS and King County's mainframe computer, using Mitek hardware and software. This memorandum will be in effect pending finalization of a formal and complete data exchange agreement between the Court and the County. This memorandum does not modify or amend the terms of the agreement between the County and the Court on July 3, 1990 entitled 1990 Agreement for Seattle Municipal Court System. In the event that any terms of that agreement and this memorandum of understanding are in conflict, the terms of the agreement of July 3, 1990 shall control.

The Court and the County agree to the following:

1. The County will provide the Court with access to SIP data on November 26, 1990, the scheduled implementation date of MCIS.
2. The Court will provide the County with written notification of acceptance of Phase I of MCIS into production.
3. The County will charge the Court for data services at the rate of \$55,000 per month prorated on a per day basis until five (5) working days following receipt of written notification from the Court of acceptance of Phase I of MCIS into production.
4. The County will charge the Court actual costs for data services provided after five (5) working days following receipt of the written notification from the Court that Phase I of MCIS has been accepted into production and until the Mitek is operational. Charges for City and County use of each other's systems after the implementation of the automated interface will be subject to negotiation in the future.
5. The Court, acting through the City of Seattle's Department of Administrative Services, will on the day Phase I of MCIS is placed into production place an order with the Harris Corporation for a 60 day demonstration of the Mitek automated interface. The Court and the County understand that such a demonstration will be based upon a 60 day option for purchase of the Mitek automated interface and will not obligate the Court or the County to purchase the interface. If at the end of the 60 day period MCIS has been in production for five working days, the Court, acting through the City of Seattle's Department of Administrative Services, will exercise the purchase option with Harris Corporation. When the MCIS performance test has been completed successfully and the Court

has received title to the Mitek system, the Court will transfer to the County title to the Mitek system.

6. The County grants the Court a credit on its 1990 payments to King County Systems Services of 50% (up to a maximum of \$50,000) of the cost of the Mitek automated interface.
7. If the Court cancels its acceptance of MCIS before the Court transfers to the County the title to the Mitek system, the Court agrees to pay to the County the amount credited under Section 6 of this Memorandum. In the event of such cancellation, the County will have no rights to the equipment and at that time the City will take possession of the equipment.
8. Both the Court and the County agree to immediately begin to complete a formal data exchange agreement covering all aspects of the exchange of information between the County and MCIS, including those covered by this agreement.
9. When the County takes title to the Mitek, the County will become responsible for maintenance of the Mitek.
10. The County agrees to curtail use of MCIS during the MCIS performance test. The Court and the County will negotiate the usage levels during this period.

COUNTY OF KING

CITY OF SEATTLE

By: *Tim Hill*

By: *Barbara Madsen*

TIM HILL  
King County Executive

BARBARA MADSEN  
Acting Presiding Judge  
Seattle Municipal Court

Date: 1-4-91

Date: 11-21-90

By: *Patricia Steel*

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

PATRICIA STEEL  
Chief Financial Officer

ANDREW LOFTON  
Budget Director

Date: 1-4-91

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

UNDRSID2/11-21-90