

04/14/99

Introduced By: Jane Hague

Clerk 05/04/99

Proposed No.: 1999-0256

MOTION NO. **10702**

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A MOTION authorizing King County to enter into an agreement with the Office of the Administrator for the Courts to provide computers, wiring and ancillary equipment for the King County district court and superior court.

WHEREAS, the provision of computers, wiring and ancillary equipment will enable superior court and district court to develop the capability of accessing automated criminal history information on domestic violence cases, and

WHEREAS, the Office of the Administrator for the Courts wishes to provide funding to superior court and to district court to reimburse King County for the costs associated with the purchase of computers, wiring and ancillary equipment;

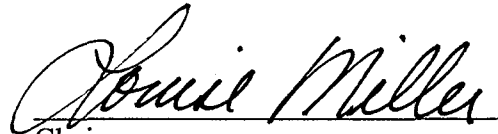
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NOW, THEREFORE, BE IT MOVED by the Council of King County:

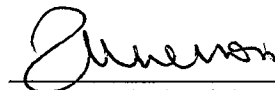
King County is authorized to enter into an agreement with the Office of the Administrator of the Court to provide computers for the King County district court and superior court.

PASSED by a vote of 12 to 0 this 14th day of June, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments: State of Washington interlocal cooperative agreement
ICA-99251 between the Office of the Administrator of
the Courts and King County, Washington

When Recorded Return to:

10702

STATE OF WASHINGTON
INTERLOCAL COOPERATIVE AGREEMENT
ICA-99251

BETWEEN

THE OFFICE OF THE ADMINISTRATOR FOR THE COURTS
AND
KING COUNTY, WASHINGTON

LIMITED REIMBURSEMENT FOR EXPENSES INCURRED IN PURCHASING PERSONAL COMPUTERS
AND PRINTERS FOR USE BY SUPERIOR AND DISTRICT COURT JUDGES

THIS AGREEMENT is made and entered into by and between the Office of the Administrator for the Courts, hereafter referred to as "OAC", and King County, Washington, hereafter referred to as the "COUNTY", for and on behalf of the King County Superior Court, hereafter referred to as the "COURT", pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. **PURPOSE:** The OAC, the courts of the state of Washington, and the Washington counties share a vital interest in providing personal computers and printers for use by judges of the superior and district courts. The OAC is providing personal computers and printers in the courts for use by the judges.

2. **RESPONSIBILITIES:**

2.1 The OAC will:

- 2.1.1 Provide funds to reimburse the COUNTY for costs associated with the purchase of personal computers and printers pursuant to Subsection 4.1 below.
- 2.1.2 Provide specifications for the personal computers and printers.
- 2.1.3 Continue to work with the COURT and the COUNTY to enhance the effectiveness of this project.

2.2 The COUNTY will:

- 2.2.1 Ensure personal computers and printers, meet or exceed the specifications provided by the OAC.
- 2.2.2 Be responsible for all costs not reimbursed by the OAC pursuant to Subsection 4.2 below.
- 2.2.3 Submit an invoice to the OAC pursuant to Subsection 4.2 below.

2.3 The COURT will:

- 2.3.1 Work with the COUNTY to ensure timely completion of the required personal computer and printer purchases.
- 2.3.2 Act as a liaison between the OAC and the COUNTY regarding personal computer and printer specifications and requirements.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from July 1, 1998 through June 30, 1999 unless sooner terminated pursuant to Section 7 of this Agreement.

4. **MANNER OF FINANCING:**

4.1 The OAC shall:

- 4.1.1 Provide limited reimbursement to the COUNTY for expenditures by the COUNTY and/or COURT in conjunction with the purchasing of judges' personal computers and printers. The reimbursement under this agreement shall be at the rate of \$2,000 per personal computer and \$462 per printer or actual cost, whichever is less. Said reimbursement shall not exceed \$114,000, based upon 57 personal computers and no printers.
- 4.1.2 Make payment upon receipt of an invoice from the COUNTY detailing the actual amount expended by the COUNTY and/or COURT for the personal computers and printers. Payment will be considered timely if made by the OAC within 30 days of receipt of said invoice.

4.2 The COUNTY shall:

- 4.2.1 Submit an invoice to the OAC for reimbursement in accordance with Subsection 4.1 above. The invoice must detail the costs for which the COUNTY is seeking reimbursement. Supporting documentation must be attached to the invoice.
- 4.2.2 Be responsible for all costs and expenses associated with the purchase of personal computers and printers in excess of the amount reimbursed by the OAC pursuant to Subsection 4.1 above including, but not limited to, installation and all on-going operational and maintenance costs.

4.3 The COURT shall certify that the invoices represent the purchase of personal computer(s) and printer(s) for use by the superior or district court judge(s).

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The COUNTY's representative shall be _____

5.2 The COURT's representative shall be Mike Planet.

5.3 The OAC's representative shall be Patty Frost.

6. **TREATMENT OF ASSETS AND PROPERTY:** The COUNTY shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this Agreement.

7. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** This Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

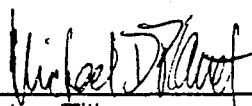
9. **SEVERABILITY:** If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

10. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

11. **EXECUTION:** We, the undersigned, agree to the terms of the foregoing Agreement.

KING COUNTY, WASHINGTON

STATE OF WASHINGTON
OFFICE OF THE ADMINISTRATOR
FOR THE COURTS

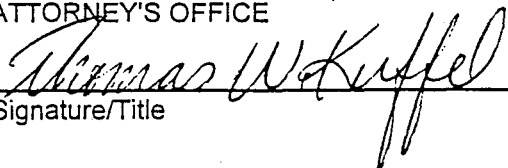


Signature/Title

Mary C. McQueen, Administrator

APPROVED AS TO FORM ONLY BY:
KING COUNTY PROSECUTING
ATTORNEY'S OFFICE

APPROVED AS TO FORM ONLY BY:
STATE OF WASHINGTON
OFFICE OF THE ATTORNEY GENERAL
James K. Pharris, Assistant Attorney General



Signature/Title