



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 14, 2000

Motion 10886

Proposed No. 2000-0129.1

Sponsors Nickels

1 A MOTION authorizing King County to enter into an
2 interlocal agreement with the Office of the Administrator for
3 the Courts to expand the Superior Court Unified Family
4 Court Project.

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7 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

8 WHEREAS, the Unified Family Court Project was created in 1997 and
9 coordinates all court cases related to a given family and provides additional judicial
10 oversight and case management for families with difficult issues, and

11 WHEREAS, the Office of the Administrator for the Courts wishes to provide
12 funding to superior court to increase families access to and compliance with court-
13 ordered services, develop better tracking systems, and improve ways of evaluating the
14 performance of the Unified Family Court project;

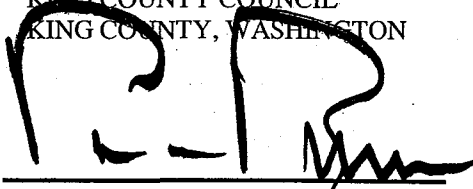
15 **NOW, THEREFORE, BE IT RESOLVED** by the Council of Metropolitan King
16 County

17 King County is authorized to enter into an agreement with the Office of the
18 Administrator of the Courts to provide funds for the Unified Family Court project.

Motion 10886 was introduced on 2/7/00 and passed by the Metropolitan King County Council on 3/13/00, by the following vote:

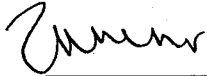
Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague and Mr. Irons
No: 0
Excused: 2 - Mr. Pelz and Mr. Vance

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments State of Washington Interlocal Cooperative Act Agreement ICA-2000-123 Between the Office of Administrator for the Courts and King County for Unified Family Court Pilot Project

**STATE OF WASHINGTON
INTERLOCAL COOPERATIVE ACT AGREEMENT
ICA-2000-123
BETWEEN
THE OFFICE OF THE ADMINISTRATOR FOR THE COURTS
AND
KING COUNTY
FOR
UNIFIED FAMILY COURT PILOT PROJECT**

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

1. **PURPOSE:** This purpose of this pilot project is to determine whether creation of a unified family court or expansion of current family court operations will provide a more efficient and effective response and timely case resolutions for children and families involved in the court system. This project is funded by the Washington State Legislature, pursuant to Chapter 397, Laws of 1999 (SHB 1663).
2. **STATEMENT OF WORK:**
 - 2.1 The OAC shall:
 - 2.1.1 Provide a total of \$85,450 to the COURT for the pilot project: \$80,450 for costs associated with personnel expenses (i.e., salaries and benefits) and \$5,000 for other costs as specified in the project proposal budget.
 - 2.1.2 Manage the pilot project, identify and analyze data generated as a result of the pilot project, and develop recommendations for state-wide implementation.
 - 2.1.3 Retain ownership rights over the data generated as a result of the pilot project, as well as the final report.
 - 2.1.4 Grant a non-exclusive right to the COURT to use the data generated, as well as the final report for COURT purposes.

- 2.2 The COURT shall:
- 2.2.1 Implement and conduct the pilot project in accordance with: (i) the OAC Unified Family Court Pilot Project, Request for Proposals, dated August 16, 1999; (ii) the COURT's proposal, September 17, 1999, and (iii) the budget submitted by the COURT for personnel expenses; all of which are attached hereto and incorporated herein by reference.
 - 2.2.2 Coordinate with OAC on the evaluation design and data collection.
 - 2.2.3 Coordinate with OAC on periodic reports to the Legislature.
 - 2.2.4 Coordinate with OAC to prepare a final written report at the conclusion of the project in accordance with OAC's report guidelines.
- 3 **TERM OF AGREEMENT:** This Agreement shall be effective from December 1, 1999 and will expire on June 30, 2001, unless sooner terminated or extended as provided herein.
- 4 **MANNER OF FINANCING--**
- 4.1 OAC shall pay the COUNTY/COURT an amount not to exceed \$85,450 for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement and its incorporated documents.
 - 4.2 Requests for payment under this Agreement shall be submitted not more often than monthly. Upon receipt and approval of the properly executed invoices, OAC will remit payment to the COUNTY/COURT in a total amount not to exceed the value of this Agreement. Payments will be considered timely if made by the OAC within 30 days of invoice receipt by the OAC.
 - 4.3 Allowable costs shall include costs incurred by the COURT from the first date of the Agreement period, until the Agreement is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the Agreement. Costs allowable under this Agreement are based on the budget submitted to the OAC by the COURT. The budget may be modified by mutual agreement of the OAC and the COURT.
 - 4.4 Invoices shall be forwarded to the attention of Gloria C. Hemmen, Office of the Administrator for the Courts, 1206 S. Quince St., PO Box 41170, Olympia, Washington 98504-1170.
- 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 parties.
- 5.1 The COURT's representative shall be Michael D. Planet.
 - 5.2 The OAC's representative shall be Gloria C. Hemmen.

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, held, used, or disposed of pursuant to this Agreement.

7 **RIGHTS IN DATA:** Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the OAC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this contract include material not included within the definition of "works for hire," the COUNTY/COURT hereby assigns such rights to the OAC as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the OAC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the COUNTY/COURT has a right to grant such a license. The COUNTY/COURT shall advise the OAC, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The OAC shall receive prompt written notice of each notice or claim of copyright infringement received by the COUNTY/COURT with respect to any data delivered under this contract. The OAC shall have the right to modify or remove any restrictive markings placed upon the data by the COUNTY/COURT.

8 **RECORDS, DOCUMENTS, AND REPORTS:** The COUNTY/COURT shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the OAC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The COUNTY/COURT will retain all books, records, documents, and other material relevant to this contract for six years after settlement, and make them available for inspection by persons authorized this provision.

9 **RIGHT OF INSPECTION:** The COUNTY/COURT shall provide right of access to its facilities to the OAC; or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

10 **DISPUTES:** Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the OAC, one representative from the COUNTY/COURT, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

11 **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.

12 **CHANGES, MODIFICATIONS, AMENDMENTS:** This Agreement may be waived, changed, modified, or amended only by written agreement executed by the parties hereto.

- 13 **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.
- 14 **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.

AGREED:

KING COUNTY,
WASHINGTON

STATE OF WASHINGTON
OFFICE OF THE ADMINISTRATOR
FOR THE COURTS

Signature/Title

Janet McLane, Director of Judicial Services

APPROVED AS TO FORM ONLY BY:
KING COUNTY PROSECUTING
ATTORNEYS OFFICE, CIVIL DIVISION

APPROVED AS TO FORM ONLY BY:
STATE OF WASHINGTON
OFFICE OF THE ATTORNEY GENERAL

Signature/Title