

When Recorded Return to:

STATE OF WASHINGTON
INTERLOCAL COOPERATIVE AGREEMENT
ICA-98142
BETWEEN
THE OFFICE OF THE ADMINISTRATOR FOR THE COURTS
AND
CITY OF LYNNWOOD

LIMITED REIMBURSEMENT FOR JIS REPLACEMENT EQUIPMENT

THIS AGREEMENT is made and entered into by and between the Office of the Administrator for the Courts, hereafter referred to as "OAC", and the City of Lynnwood, Washington, hereafter referred to as the "CITY", for and on behalf of the Lynnwood Municipal 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 updating and improving the Judicial Information System (JIS) by replacing aging and obsolete equipment to enhance the ability of the parties to share data and common databases for judicial information. This Agreement will assist the COURT and CITY in obtaining equipment, necessary to maintain and upgrade the effectiveness of the JIS.

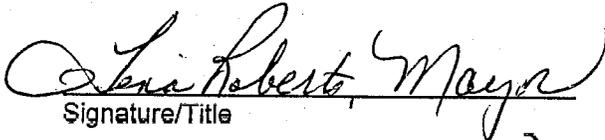
2. **RESPONSIBILITIES:**
 - 2.1 The OAC will:
 - 2.1.1 Provide funds to reimburse the CITY for the cost of purchasing JIS replacement equipment pursuant to Subsection 4.1 below.
 - 2.1.2 Continue to work with the COURT and CITY to enhance the effectiveness of the JIS.

 - 2.2 The CITY will:
 - 2.2.1 Ensure that the equipment purchased is capable of connecting to the Judicial Information System using the Internet Protocol (IP).
 - 2.2.2 Provide all such equipment purchased to the COURT for use in conjunction with the JIS.
 - 2.2.3 Be responsible for all costs not reimbursed by the OAC pursuant to Subsection 4.2 below.

- 2.2.4 Submit an invoice(s) to the OAC pursuant to Subsection 4.2 below.
- 2.3 The COURT will:
 - 2.3.1 Connect said replacement equipment to the JIS and use the equipment primarily for JIS purposes.
 - 2.3.2 Provide on-going maintenance for said replacement equipment.
- 3. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of its execution until terminated pursuant to Section 7 of this Agreement.
- 4. **MANNER OF FINANCING:**
 - 4.1 The OAC shall:
 - 4.1.1 Reimburse the CITY for JIS replacement equipment purchased by the CITY under this Agreement subject to the following limitations:
 - a. Equipment purchased must be capable of accessing the Judicial Information System using the Internet Protocol (IP) and used primarily for JIS purposes.
 - b. Reimbursement will be at the following rate: Personal Computers (PCs) - \$2,000 per PC or the per unit cost of the PC whichever is less.
 - c. The total number PCs reimbursed by the OAC under this Agreement shall not exceed 6. The total amount reimbursed by the OAC under this Agreement shall not exceed \$12,000.
 - 4.1.2 Payment will be made by the OAC upon receipt of an invoice(s) from the CITY detailing the equipment purchased by the CITY and the per unit cost of said equipment. Payment will be considered timely if made by the OAC within 30 days of receipt of said invoice(s).
 - 4.2 The CITY shall:
 - 4.2.1 Purchase JIS replacement equipment.
 - 4.2.2 Submit an invoice(s) to the OAC for reimbursement in accordance with Subsection 4.1 above. Attached to such invoice(s) must be copies of invoices or other purchase documents detailing the equipment purchased by the CITY and the per unit cost of said equipment.
 - 4.2.3 Be responsible for all costs and expenses associated with the replacement equipment in excess of the amount reimbursed by the OAC pursuant to Subsection 4.1 above including, but not limited to, purchase, installation, and all on-going operational and maintenance costs.
- 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 CITY's representative shall be Mayor Tina Roberts.
 - 5.2 The COURT'S representatives shall be Jill O'Cain.
 - 5.3 The OAC's representative shall be Patty Frost.

6. **TREATMENT OF ASSETS AND PROPERTY:** The CITY shall be the owner of any and all fixed assets or personal property shall be 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 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.

CITY OF LYNNWOOD, WASHINGTON


 Signature/Title

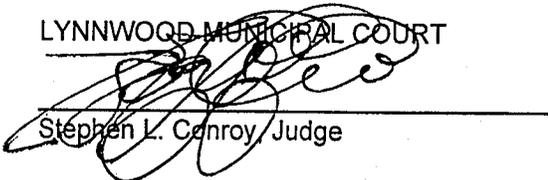
Date: March 9, 1998

STATE OF WASHINGTON
 OFFICE OF THE ADMINISTRATOR
 FOR THE COURTS

 Mary C. McQueen, Administrator

Date: _____

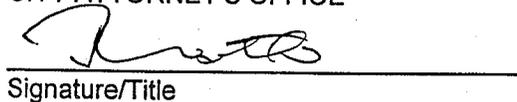
LYNNWOOD MUNICIPAL COURT


 Stephen L. Canroy, Judge

Date: 3-9-98

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

APPROVED AS TO FORM ONLY BY:
 CITY OF LYNNWOOD, WASHINGTON
 CITY ATTORNEY'S OFFICE


 Signature/Title

Date: 3/9/98



WASHINGTON
COURTS

ADMINISTRATIVE OFFICE OF THE COURTS

Jeff Hall
State Court Administrator



November 14, 2008

Jill O'Cain, Administrator
19321 44th Ave W
Lynnwood, WA 98036

Re: Interagency Agreement/IAA09468

Dear Ms. O'Cain:

Enclosed please find a fully executed copy of the above-referenced agreement with the Administrative Office of the Courts.

If you have questions or concerns, please contact me at (360) 704-4014 or by e-mail at lynette.combs@courts.wa.gov.

Sincerely,



Lynette Combs
Administrative Assistant

Enclosure

contract

1773

STATE OF WASHINGTON

1206 Quince Street SE • P.O. Box 41170 • Olympia, WA 98504-1170
360-753-3365 • 360-586-8869 Fax • www.courts.wa.gov

INTERAGENCY AGREEMENT IAA09468
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
and
LYNNWOOD MUNICIPAL COURT
19321 44th Ave W
Lynnwood, WA 98036-5008

THIS CONTRACT is entered into by and between the Administrative Office of the Courts ("AOC") and **LYNNWOOD MUNICIPAL COURT** ("Contractor").

1. PURPOSE

The purpose of this contract is to ensure the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons.

a. These funds are intended to:

- Financial need and the costs of providing services
- Interpreter needs of hearing public and of interpreter services registered and certified in various languages).

Is the reimb. for interpreter services on a whole?

Contractor to improve the quality of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons.

3. The Contractor shall:

utilize financial resources to provide certified interpreters; and provide interpreter services for deaf and hard of hearing persons in court(s) (i.e., the level of court proceedings), particular, certified, and frequently needed.

2. DESCRIPTION OF SERVICES

a. The Contractor will ensure that the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons by reimbursing Certified, Registered and Qualified interpreters for interpreter services in accordance with the Interpreter Services Funding: Funding Conditions / Payment Structure, and Travel and Mileage Reimbursement requirements as set forth at:

<https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds>

b. The Contractor agrees to actively participate in the new vision and structure for state funding of interpreter services; and to track and provide the interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Contractor

agrees to submit electronically with each request for reimbursement completed Interpreter Services Funding Data reflecting the interpreter services and costs for which the Contractor seeks reimbursement. The Interpreter Services Funding Data must be submitted in accordance with the instructions found at:

<https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=InterpreterInformationforCourts>.

- c. The Contractor agrees to partner closely with the AOC Interpreter Program and the Interpreter Commission to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters), with a view to improving interpreter services and the service infrastructure statewide.

3. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from July 1, 2008 through August 31, 2009.

4. COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$8,016 (eight thousand sixteen and 00/100 dollars) for costs incurred during the period of July 1, 2008 – June 30, 2009. No reimbursement shall be made under this contract for interpreting occurring subsequent to June 30, 2009.
- b. Contractor shall receive payment for its costs for interpreter services as set forth in Section 2.a.
- c. Contractor shall not be reimbursed until paper A-19 invoices and corresponding electronic Interpreter Services Funding Data (Data) are received and approved by AOC, pursuant to the following schedule:
 - 1) Paper A-19 invoices and Data reflecting interpreted assignments occurring between July 1, 2008 and December 31, 2008, must be received by the AOC no later than February 13, 2009.
 - 2) Paper A-19 invoices and Data reflecting interpreted assignments occurring between January 1, 2009 and March 30, 2009, must be received by the AOC no later than May 15, 2009.
 - 3) Paper A-19 invoices and Data reflecting interpreted assignments occurring between April 1, 2009 and June 30, 2009, must be received by the AOC no later than August 14, 2009.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. The Contractor shall submit its paper A-19 invoices to:

AOC Financial Services
PO Box 41170
Olympia, Washington 98504-1170

no more frequently than monthly.

The Interpreter Services Funding Data shall be submitted electronically to AOC Court Services as described in paragraph 2.b.

- f. Payment to the Contractor for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed Interpreter Services Funding Data
- g. Contractor shall maintain sufficient backup documentation of expenses under this agreement.
- h. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through these revenue sharing provisions.

5. ADDITIONAL INTERPRETER DATA

In addition to collecting and submitting to AOC the required interpreter data in order to support its requests for reimbursement as set forth in Section 2.b of this Agreement, the Contractor agrees to document for AOC the amount Contractor spent on interpreter services for calendar years 2005 through 2008, and for the first half of calendar year 2009 (through June 30, 2009).

6. LANGUAGE ASSISTANCE PLAN(S)

As a condition of receiving funding under this Agreement, Contractor agrees to implement and maintain an AOC-approved Language Assistance Plan.

7. TREATMENT OF ASSETS AND PROPERTY

The AOC 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.

8. 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 AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video 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 Contractor hereby assigns such rights to the AOC as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the AOC 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 Contractor has a right to grant such a license. The Contractor shall advise the AOC, 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 AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

9. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

11. RECORDS, DOCUMENTS, AND REPORTS

The Contractor 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 AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor 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 under this provision.

12. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the AOC, 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.

13. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Contractor, 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.

14. 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.

15. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Statement of work; and
3. Any other provisions of the agreement, including materials incorporated by reference.

16. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

17. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

18. 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.

19. ENTIRE AGREEMENT

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

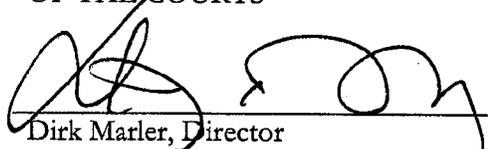
CONTRACT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this contract:

<p>AOC Program Manager: Katrin Johnson PO Box 41170 Olympia, WA 98504-1170 (360) 704-4062 Katrin.Johnson@courts.wa.gov</p>	<p>Contractor Program Manager: Jill O'Cain Administrator 19321 44th Ave W Lynnwood, WA 98036-5008 425-670-6667 jocain@ci.lynnwood.wa.us</p>
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AGREED:

THE ADMINISTRATIVE OFFICE
OF THE COURTS

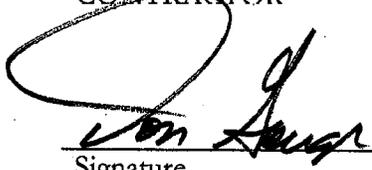


 Dirk Marler, Director
 Judicial Services Division

11/14/08

 Date

CONTRACTOR



 Signature

Don Gough

 Printed Name

Manager

 Title

11-6-08

 Date