

COPY

RESOLUTION NO. 51-2009

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT
WITH THE STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS
FOR THE OMAK MUNICIPAL COURT**

WHEREAS, the State of Washington, Administrative Office of the Courts, provides the Omak Municipal Court a high speed internet connection to the Judicial Information Systems computer network and to the Internet, and they have developed an Interlocal Cooperative Agreement for the use of this system; and

WHEREAS, the Interlocal Cooperative Agreement, as attached to this Resolution, defines the required conditions for this connection; and

WHEREAS, there is no cost to the City of Omak for this service, and the period of this Agreement is July 15, 2009 through June 30, 2011, with an option to extend it if requested in writing.

NOW, THEREFORE, BE IT RESOLVED, the City Council for the City of Omak, Washington, do hereby approve the Interlocal Cooperative Agreement between the **State of Washington, Administrative Office of the Courts**, a State agency, and the **Municipal Court for the City of Omak**, a municipal government, providing conditional internet service to the Judicial Information Systems Network, from June 15, 2009 through June 30, 2011. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

INTRODUCED AND PASSED this 15th day of June, 2009.

SIGNED:




Cindy Gagne, Mayor

ATTEST:



Kathy Lebdell, City Clerk

APPROVED AS TO FORM:



Michael D. Howe, City Attorney

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INTERLOCAL COOPERATIVE AGREEMENT -- ICA09731

between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
OMAK MUNICIPAL COURT

JUL 06 2009

CITY OF OMAK

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC), and the Omak Municipal Court (Court).

IT IS THE PURPOSE OF THIS AGREEMENT is for AOC to provide the Court a high speed internet connection to connect the Court to the JIS Network and to the Internet.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The Court is required to comply with applicable statutes and court rules regarding use of state resources. Court staff is not to use the connection for personal purposes, except that minimal use is permitted if each of the following conditions is met:

- there is little or no cost to AOC;
- any use is brief in duration, occurs infrequently, and is the most effective use of time or resources;
- the use does not interfere with the performance of the user's official duties;
- the use does not disrupt or distract from the conduct of state business due to volume or frequency;
- the use does not disrupt other state employees and does not obligate them to make a personal use of state resources;
- the use does not compromise the security or integrity of state property, information, or software;
- the use does not compromise the security or integrity of the AOC.

Court shall avoid activities that degrade or impair AOC computer system performance.

Court shall purchase, install, and maintain virus protection software.

Use of video and audio streaming applications are prohibited except as clearly required in the performance of job duties. AOC retains the right to define or restrict such activities.

The traffic on the circuit will be periodically monitored, and any violations of state ethics laws will be reported.

The connection from the Court to the Internet is NOT inside the AOC firewall. It is the responsibility of the Court to implement a firewall if AOC determines it to be necessary.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on June 15, 2009 and will continue until June 30, 2011. This agreement may be extended if amended in writing and signed by both parties prior to June 30, 2011.

PAYMENT

This Agreement requires no compensation or reimbursement.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

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.

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.

TERMINATION

This Agreement may be terminated immediately without notice by either party.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

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:

- a. Applicable state and federal statutes and rules;
- b. This agreement.

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.

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.

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

CONTRACT MANAGEMENT

The following individuals shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

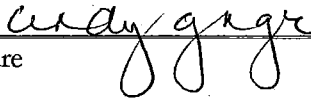
Administrative Office of the Courts	Omak Municipal Court
Kirby Tingle PO Box 41170 Olympia, WA 98504-1170 360 705-5291 Kirby.Tingle@courts.wa.gov	Denise Hardy 2 N Ash Omak, WA 98841 509 826-2971 DeniseH@omakcity.com

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington Administrative Office
Of the Courts

Omak Municipal Court





Signature

Signature

Gregg Richmond

Cindy Gagné

Printed Name

Printed Name

ISD Director 25 June 09

Mayor 6.16.09

Title

Date

Title

Date



Henry A. Rawson

Municipal Judge 6-18-2009