

INTER-LOCAL COOPERATIVE AGREEMENT ICA12329
between
THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
and
PACIFIC COUNTY SUPERIOR COURT

THE EXPANDED JURY SOURCE LIST PROJECT

THIS AGREEMENT is made and entered into by and between the Administrative Office of the Courts (AOC) and Pacific County Superior Court (Contractor), pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this agreement is to enable the AOC to provided limited reimbursement for expenditures by the Contractor in conjunction with the Expanded Jury Source List Project ("Project").
2. **TERM OF AGREEMENT:** The term of this Agreement shall be from April 15, 2012 through July 31, 2012. The execution of this Agreement shall constitute a ratification of an earlier agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is April 15, 2012 regardless of the date of execution.
3. **RESPONSIBILITIES:**
 - 3.1 The Contractor shall:
 - 3.1.1 Develop an expanded jury source list to increase the numbers of diversity of citizens available for jury duty through the cooperative efforts of the Contractor, the Courts, the AOC, and the Department of Enterprise Services by the merging of the record of registered voters with the record of holders of driver's licenses.
 - 3.1.2 Be responsible for all costs and expenses associated with the Project that are not reimbursed under this Agreement.
 - 3.1.3 Maintain accurate records of expenditures in conjunction with the Project.
 - 3.2 The AOC shall reimburse the Contractor for expenditures by the Contractor in conjunction with the Project pursuant to paragraph 4.2 below.

4. COMPENSATION AND BILLING:

- 4.1 The Contractor shall provide required documentation and submit an invoice to the AOC on or before August 30, 2012, for expenditures incurred from April 15, 2012 through June 30, 2012.
- 4.2 The AOC shall provide limited reimbursement to the Contractor for expenditures by the Contractor in conjunction with the Project. The maximum reimbursement amount for this work is \$950 (nine hundred fifty dollars).
- 4.3 Payment of the maximum reimbursement amount or the amount actually expended by the Contractor, whichever is less, will be made by the AOC upon receipt of a properly completed A-19 (invoice) form from the Contractor, showing the amount expended by the Contractor.

PROVIDED FURTHER, that in no case will the amount reimbursed by the AOC be greater than the amount actually expended by the Contractor.

- 5. ADMINISTRATION: The individuals listed below are the designated contact persons and representatives of the respective parties. The representatives shall be responsible for administration of this Agreement, and for monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Administrative Office of the Courts	Pacific County Superior Court
Jennifer Creighton, Manager, Court Services Administrative Office of the Courts PO Box 41170 Olympia, WA 98504-1170 (360) 705-5310 Jennifer.Creighton@courts.wa.gov	Virginia Leach, County Clerk Pacific County Superior Court PO Box 67 South Bend, WA 98586-0067 360-875-9320

- 6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal property will be jointly or cooperatively acquired, held, used or disposed of pursuant to this Agreement.
- 7. TERMINATION: Any party hereto may terminate this Agreement upon five (5) days written notice to the other parties. 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 both parties. 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:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
10. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated 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.
11. **COUNTERPARTS:** Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.
12. **EXECUTION:** We, the undersigned, are authorized to bind our respective parties, and agree to the terms of the foregoing Agreement.

Administrative Office of the Courts

**Pacific County
Superior Court**

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date