

PRIMARY PURCHASE AGREEMENT - IAA19145
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CITY OF CHEHALIS

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of The Courts (AOC) and City of Chehalis (CUSTOMER)

1. PURPOSE

AOC is authorized under Chapters 2.56 and 2.68 RCW and the Judicial Information System Committee Rules to provide an adequate level of automated services to the judiciary of the state of Washington. This Information Technology Primary Purchase Agreement (ITPPA) sets out the terms and conditions under which AOC will provide information system technology to the CUSTOMER.

2. STATEMENT OF WORK

- 2.1. CUSTOMER and AOC will execute a Purchase Reimbursement Agreement (PRA) hereunder on each occasion when the AOC has determined that an information technology equipment purchase/reimbursement needs to be undertaken for one of the CUSTOMER's court systems.
- 2.2. Each such PRA will specifically reference this ITPPA as the authority for executing the PRA and will indicate that the PRA is executed pursuant to the terms and conditions of this ITPPA.
- 2.3. The PRA will describe in adequate detail the equipment to be purchased, including the specifications for each type of equipment to be purchased and the number of units of each type of equipment to be purchased.
- 2.4. The PRA must clearly describe a deadline, or deadlines, as the case may be, for the CUSTOMER to purchase the equipment and to submit an invoice for reimbursement to the AOC. Reimbursement will be disallowed for failure to submit an invoice before the expiration of the deadline set forth.
- 2.5. The PRA will detail the maximum amount reimbursable from the AOC to the CUSTOMER per unit of equipment to be purchased. The funding provided by AOC shall be only at the level required for the purchase of equipment precisely meeting the specifications provided, including the number of units of each type of equipment, and no more. Should the CUSTOMER acquire equipment which exceeds the provided specifications or a greater number of units of equipment permitted by the PRA, the CUSTOMER shall be responsible for that portion of the acquisition costs associated with those aspects of the equipment which exceed either the specifications or the number of units.
- 2.6. CUSTOMER shall submit a State of Washington Invoice Voucher (Form A19-1A) to the Financial Services Section at AOC, PO Box 41170, Olympia, WA 98504-1170 for reimbursement in accordance with the amounts allowed in the respective PRA. The invoice must detail the costs for which the CUSTOMER is seeking reimbursement. Supporting documentation, including the purchased equipment' specifications and a

copy of the invoice from the vendor of the purchased equipment, must be attached to the Invoice Voucher.

3. PERIOD OF PERFORMANCE

This Agreement is effective on the date of execution by both parties and remains in full force and effect until terminated by either party in accordance with the TERMINATION provisions herein.

4. 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.

5. 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.

6. 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.

7. TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification 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 and any PRA prior to the effective date of termination.

8. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

9. 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.

10. 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. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

11. 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.

12. 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.

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, 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.

14. 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.

15. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

AOC Program Manager	City Program Manager
Christine Winslow PO Box 41170, 1206 Quince Street SE Olympia, WA 98504-1170 christine.winslow@courts.wa.gov (360) 705-5249 - FAX (360) 956-5700	Melody Guenther 350 N Market Blvd, Rm 105 Chehalis, WA 98532-2626 mguenther@ci.chehalis.wa.us 360-345-1025

IN WITNESS WHEREOF, the parties have executed this Agreement.

**THE ADMINISTRATIVE OFFICE
OF THE COURTS**

CITY OF CHEHALIS

John E. Bell 9/25/18
Signature Date

Jul Anderson 9-18-18
Signature Date

JOHN BELL
Name

Jul Anderson
Name

CONTRACTS MANAGER
Title

CITY MANAGER
Title