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WASHINGTON COURTS

# INTERAGENCY AGREEMENT

## AOC3030

## BETWEEN

## WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

## AND

## BATTLE GROUND MUNICIPAL COURT

### 1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and Battle Ground Municipal Court, referred to as "Court".

### 2. PURPOSE

The purpose of this Agreement is for AOC to provide the Court an internet connection and Virtual Private Network (VPN) router to connect the Court to the JIS Network and to the Internet

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

### 3. STATEMENT OF WORK

The Court, shall:

a. Comply with applicable statues and court rules regarding the use of state resources.
b. Refrain from using the connection for personal purposes, except minimal use that is permitted if each of the following conditions are met:
    i. There is little or no cost to the AOC.
    ii. Any use is brief, occurs infrequently, and is the most effective use of time and/or resources.
    iii. Use does not interfere with the performance of the user's official duties.
    iv. Use does not disrupt or distract from the conduct of state business due to volume or frequency.

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v. Use does not disrupt other state employees and does not require them to make personal use of state resources.
vi. Use does not compromise the security or integrity of state property, information or software.
vii. Use does not compromise the security or integrity of the AOC.

c. Refrain from activities that degrade or impair AOC computer system performance.
d. Purchase, install, and maintain virus protection software.
e. Refrain from use of video and audio streaming applications unless clearly required in the performance of job duties. AOC retains the right to define or restrict such activities if considered necessary.
f. Be responsible for implementing firewall if AOC determines it to be necessary, since connection from Court to the Internet is not inside the AOC firewall.

## 4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 04/01/2026 and remain in force unless otherwise terminated using termination provisions listed under General Provisions (refer to section 11).

## 5. COMPENSATION

This is a **no-cost** agreement, unless otherwise amended.

AOC may extend the term of this Agreement or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Agreement.

## 6. INVOICES; BILLING; PAYMENT

If this Agreement becomes an agreement with associated costs, it shall follow standard invoice, billing and payment procedures as detailed in this section.

The Court will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Court for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC3030
- VPN Number: VPN0604-Battle Ground-M
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

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Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Agreement.

## 7. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Agreement. The parties may change administrators by written notice.

| AOC Program Manager | Court Program Manager |
|---|---|
| **Noa Moe**<br>PO Box 41170<br>Olympia, WA 98504-1170<br>Noa.Moe@courts.wa.gov<br>(360) 704-5556 | **Carol Landwehr**<br>109 SW 1st St, Ste 272<br>Battle Ground, WA 98604-2818<br>carol.landwehr@cityofbg.org<br>(360) 342-5151 |

## 8. RECORDS RETENTION & PUBLIC RECORDS

a. Records Retention. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel mutually agreed upon by both parties, and other officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

b. Public Information. This Agreement and all related records may be subject to public disclosure as required by Washington's Public Records Act, RCW 42.56, and court rule GR 31.1. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or GR 31.1, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

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## 9. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

## 10. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstances, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

## 11. GENERAL PROVISIONS

a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.

**c.** 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.

d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit,

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enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.

k. 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.

l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

n. Right of Inspection. The Court 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

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of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

o. 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.

p. 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.

q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, 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 such termination. This clause may also be instated if Court dissolves, becomes absorbed and/or is merged with another Court.

r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless

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another day is specified in writing by AOC prior to the expiration of the suspension period.

t. 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.

EXECUTED AND EFFECTIVE as of the day and date first above written.

| **WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS** | | **BATTLE GROUND MUNICIPAL COURT INTERNET AGREEMENTS** | |
|---|---|---|---|
| Vonnie Diseth | 5/6/2026 | Kristina Swanson | 05/05/2026 |
| *Signature* | *Date* | *Signature* | *Date* |
| **Veronica Diseth** | | **Kris Swanson** | |
| *Name* | | *Name* | |
| Director Information Services Division/ CIO | | City Manager | |
| *Title* | | *Title* | |

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# AOC3030 Interagency Agreement Battle Ground Municipal Court

Final Audit Report 2026-05-05

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## "AOC3030 Interagency Agreement Battle Ground Municipal Court" History

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