



City Contract Routing Form

City Contract #: 9883

Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

Yes

No/Not applicable

Comments: _____

Section 2 – Fill Out Contract Details

Date: 03/01/2022 Department: TIS Division: PMO Mail Stop: 3SFN

Project Administrator Name: Wanda Norman Extension: 2176

Project Manager Name (if different than above): _____ Extension: _____

Contract Type: Memorandum of Understanding If other, please indicate: _____

Contract Title: Memorandum of Understanding by and between King County and City of Redmond

Contractor/Consultant Business Name: N/A

Contract Description: Integration between King County District Court and City of Redmond Prosecutor Office

Project ID #: _____ Budget/Account #: 0

Council Approval Date: _____ Council Agenda Memo #: _____ RFP/IFB/RFQ #: _____ NIGP #: _____

New Contract

Total Amount: 0

Start Date: TBD End Date: TBD

Renewal Option (Y/N): N If yes, how many? 0

Amendment/Renewal/Change Order #: _____ Original CC #: _____

New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

Department Director:  Date: 3/7/2022 Comments: _____

TIS Director:  Date: 3/7/2022 Comments: _____

City Attorney:  Date: 3/7/2022 Comments: _____

Risk Manager:  Date: 3/7/2022 Comments: _____

Mayor or Designee:  Date: 3/7/2022 Comments: _____

City Clerk's Office:  Date: 3/7/2022 Comments: Electronic Original - in Hummingbird

Purchasing: no signature required – for copy only

Memorandum of Understanding
by and between
King County
and
City of Redmond

I. Parties

This Agreement is entered into by and between King County, acting through its District Court (hereinafter referred to as "KCDC" or "County") and the City of Redmond, acting through its Prosecuting Attorneys Office (hereinafter referred to as "RPO").

II. Background Information and Purpose

RPO has entered into a Cooperative Purchasing Agreement with Karpel to acquire the Prosecutor Criminal Case Management System software to be interconnected to KCDC's Case Management System, eCourt, from Journal Technologies, for the purpose of filing and updating cases.

III. Statement of Work

Redmond Prosecuting Attorneys Office will work together with King County District Court to implement an interface that will allow the City of Redmond to file and update cases automatically and electronically to King County District Court using their respective Case Management Systems (Prosecutor By Karpel for the Redmond Prosecuting Attorneys Office, and eCourt from Journal Technologies for King County District Court)

KCDC will leverage the existing interface they currently have with the KCPAO, which will keep the functionality and user experience for KCDC unchanged and unaffected. This approach will also enable both KCDC and RPO to expedite the implementation process and potentially eliminate some implementation costs Journal Technologies could impose if their involvement in this process is required. Likewise, the RPO will ask their vendor to leverage the KCPAO implementation to reduce the effort and implementation costs for this interface.

KCDC cannot assign specific resources to implement this interface and will work with the RPO to implement this project on a best-effort basis and in a common agreement. The launch of the interface must be mutually agreed upon.

IV. Disclaimer of Warranty; Limitation of Liability and Indemnification

A. Disclaimer of warranty; limitation of liability

THE COUNTY DISCLAIMS ANY WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSOCIATED DATA BEING TRANSMITTED OR RECEIVED.

THE COUNTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR TIMELINESS OF INFORMATION AND ASSOCIATED DATA.

King County assumes no responsibility for errors or omissions in the information received or processed. Under no circumstances, including, but not limited to, negligence, shall King County, its officials and employees, be liable for any indirect damages, even if both parties are aware of the possibility of such damages, including without limitation loss of profits or for any other incidental, special, consequential or

exemplary damages, however caused, whether based upon contract, negligence, strict liability in tort, warranty, or any other legal theory, arising out of or related to RPO use of, or the inability to use, association information. King County's sole liability for damages will be limited to direct damages in the amount of one hundred dollars (\$100).

V. Period of Performance

The term of this Agreement shall commence upon the date of execution by both parties, and continue unless terminated by either party as provided in this Agreement.

VI. Expenditure of Funds

- KCDC will make its best effort to implement this integration using its own resources so long as the interface is configured the same as the current interface with the Prosecuting Attorney's Office of King County. In the event KCDC requires Journal Technologies support to complete or implement this interface, the cost incurred will be paid fully by the RPO. The cost required to implement the interface for RPO by Karpel will be fully paid by the RPO, so long as approval is obtained by RPO in advance of incurring the cost. RPO can choose at that time to accept the cost or terminate work.

VII. Records Maintenance

Photographs, records and other documents, in any medium, captured or furnished by one party to this Agreement to the other party, will remain the property of the capturing or furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this captured material, including responding to requests for discovery or public disclosure, without first giving notice to the capturing furnishing party and giving it a reasonable opportunity to respond within the public disclosure timelines for that party. 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.

VIII. Agreement Alterations and Amendments

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

IX. Termination

Either party may terminate this Agreement upon thirty (30) calendar day's prior written notification to the other party. Upon termination of this Agreement, RPO will destroy all King County-owned data in the Prosecutor system within seven (7) calendar days following notification, except as otherwise required by law. RPO will notify KCDC when all data destruction is complete.

X. 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. Any other provisions of the Agreement or written amendments thereto, including materials incorporated by reference.

XI. Venue

Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted in King County, Redmond, Washington.

XII. Assignment

The work and services to be provided under this Agreement are not assignable or delegable by either party without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIII. 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.

XIV. Contract Management

The contract manager for each of the parties shall be responsible for the performance of this Agreement and shall be the main contact for all communications regarding the performance of this Agreement.

For RPO:

For KCDC: Chief Presiding Judge, Susan Mahoney

In the event the above-named individual is no longer the main contact, the party will inform the other party within two weeks of such change.

The persons signing below warrant that they have the authority to sign and bind its represented party to this Agreement.

REDMOND PROSECUTING ATTORNEYS OFFICE

KING COUNTY DISTRICT COURT

Susan Mahoney,
Chief Presiding Judge

Date

Date

Certificate Of Completion

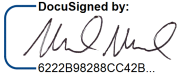
Envelope Id: B3A56DE5616D4482BA83700600836EE1	Status: Completed
Subject: Please DocuSign: City of Redmond Contract	
Source Envelope:	
Document Pages: 4	Signatures: 6
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Wanda Norman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	15670 Ne 85th St
	Redmond, WA 98052
	wnorman@redmond.gov
	IP Address: 208.53.109.135

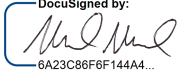
Record Tracking


Status: Original	Holder: Wanda Norman	Location: DocuSign
3/1/2022 5:23:29 PM	wnorman@redmond.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Redmond, WA	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Wanda Norman wnorman@redmond.gov Technology Project Manager City of Redmond Security Level: Email, Account Authentication (None)	Completed Using IP Address: 208.53.109.135	Sent: 3/1/2022 5:39:33 PM Viewed: 3/1/2022 5:40:45 PM Signed: 3/1/2022 5:45:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

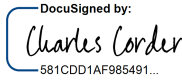
Michael Marchand Mmarchand@redmond.gov TIS Director Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: 6222B98288CC42B...</small>	Sent: 3/1/2022 5:47:36 PM Viewed: 3/7/2022 10:17:20 AM Signed: 3/7/2022 10:18:16 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Uploaded Signature Image Using IP Address: 172.58.47.121	

Michael Marchand TISContracts@redmond.gov TIS Director Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: 6A23C86F8F144A4...</small>	Sent: 3/7/2022 10:18:18 AM Viewed: 3/7/2022 10:18:52 AM Signed: 3/7/2022 10:19:16 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Uploaded Signature Image Using IP Address: 172.58.47.121	

Jim Haney jhaney@omwlaw.com Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: 85394CE968994B5...</small>	Sent: 3/7/2022 10:19:18 AM Viewed: 3/7/2022 10:26:52 AM Signed: 3/7/2022 10:27:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 107.77.205.55 Signed using mobile	

Signer Events	Signature	Timestamp
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Charles Corder
RiskContracts@redmond.gov
Chief Operating Officer
Security Level: Email, Account Authentication (None)

DocuSigned by:

581CDD1AF985491...
Signature Adoption: Pre-selected Style
Using IP Address: 24.19.187.2

Sent: 3/7/2022 10:27:27 AM
Viewed: 3/7/2022 10:52:29 AM
Signed: 3/7/2022 10:52:49 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Charles Corder (Mayor Designee)
MayorContracts@redmond.gov
Finance Director
city of Redmond
Security Level: Email, Account Authentication (None)

DocuSigned by:

5D9FC672714C4E4...
Signature Adoption: Pre-selected Style
Using IP Address: 24.19.187.2

Sent: 3/7/2022 10:52:52 AM
Viewed: 3/7/2022 10:53:37 AM
Signed: 3/7/2022 10:53:49 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cheryl Xanthos
ClerksContracts@redmond.gov
City Clerk
Security Level: Email, Account Authentication (None)

DocuSigned by:

E725E689816E4E1...
Signature Adoption: Pre-selected Style
Using IP Address: 204.152.61.20

Sent: 3/7/2022 10:53:52 AM
Viewed: 3/7/2022 11:21:39 AM
Signed: 3/7/2022 11:27:40 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Wanda Norman
wnorman@redmond.gov
Technology Project Manager
City of Redmond
Security Level: Email, Account Authentication (None)


Using IP Address: 208.53.109.135

Sent: 3/1/2022 5:45:10 PM
Viewed: 3/1/2022 5:47:16 PM
Completed: 3/1/2022 5:47:35 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Purchasing
purchasing@redmond.gov
My Title
Security Level: Email, Account Authentication (None)



Sent: 3/7/2022 11:27:43 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/1/2022 5:39:33 PM
Certified Delivered	Security Checked	3/7/2022 11:21:39 AM
Signing Complete	Security Checked	3/7/2022 11:27:40 AM
Completed	Security Checked	3/7/2022 11:27:43 AM

Payment Events	Status	Timestamps
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