

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

**202312003**

|   |   |
|---|---|
| Originating Department:   | Whatcom County Superior Court   |
| Division/Program: <i>(i.e. Dept. Division and Program)</i>  | Water Rights Adjudication   |
| Contract or Grant Administrator:  | Dave Reynolds   |
| Contractor's / Agency Name:   | Administrative Office of the Courts   |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/><br>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____  |   |
| Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____<br>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)  |   |
| Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____  |   |
| Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): <u>New Contract</u>   |   |
| Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>3115</u>   |   |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.  |   |
| If YES, indicate exclusion(s) below:<br><input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency<br><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).<br><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.<br><input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |   |
| Contract Amount:(sum of original contract amount and any prior amendments):<br>\$ <u>881,300</u><br>This Amendment Amount:<br>\$ _____<br>Total Amended Amount:<br>\$ <u>881,300</u>  | Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> :<br>1. Exercising an option contained in a contract previously approved by the council.<br>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.<br>3. Bid or award is for supplies.<br>4. Equipment is included in Exhibit "B" of the Budget Ordinance.<br>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
| Summary of Scope:<br>The purpose of this interlocal agreement is to provide Whatcom County Superior Court reimbursement for costs related to water rights adjudication. Reimbursement for July 1, 2023-June 30, 2024 is up to \$417,300 and for July 1, 2024-June 30, 2025 up to \$464,000.   |   |
| Term of Contract: July 1, 2023      Expiration Date: June 30, 2025  |   |

|                   |  |   |
|-------------------|--|---|
| Contract Routing: | 1. Prepared by: <u>S Kraft</u><br>2. Attorney signoff: <u>K. Frakes/SK</u><br>3. AS Finance reviewed: <u>A. Tan/SK</u><br>4. IT reviewed (if IT related): _____<br>5. Contractor signed: <input checked="" type="checkbox"/><br>6. Executive contract review: <input checked="" type="checkbox"/><br>7. Council approved, if necessary: <input checked="" type="checkbox"/> <u>AB2023-780</u><br>8. Executive signed: <input checked="" type="checkbox"/><br>9. Original to Council: _____ | Date: <u>11/2/2023</u><br>Date: <u>11/7/2023</u><br>Date: <u>11/14/2023</u><br>Date: _____<br>Date: <u>12/7/23</u><br>Date: <u>12/16/23</u><br>Date: <u>12/15/23</u><br>Date: <u>12/16/23</u> |
|-------------------|--|---|

WHATCOM COUNTY  
Superior Court Administration  
Superior-Juvenile/County Clerk  
311 Grand Avenue  
Bellingham, Washington 98225  
(360) 778-5565



David L. Reynolds  
Director

RECEIVED

DEC 06 2023

WHATCOM COUNTY  
EXECUTIVE'S OFFICE

## MEMORANDUM

**TO:** Satpal Sidhu, County Executive

**FROM:** David L. Reynolds, Director

**RE:** Water Rights Adjudication for July 1, 2023-June 30, 2024 with Washington State Administrative Office of the Courts

**DATE:** November 2, 2023

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Enclosed are two (2) originals of the interagency agreement between Whatcom County and Washington State Administrative Office of the Courts

▪ **Background and Purpose**

The purpose of this agreement is to reimburse Whatcom County for expenses associated with the water rights adjudication.

▪ **Funding Amount and Source**

The Washington State Administrative Office of the Courts will reimburse Whatcom County up to \$881,300. Reimbursement for July 1, 2023-June 30, 2024 is up to \$417,300 and for July 1, 2024-June 30, 2025 up to \$464,000.

▪ **Differences from Previous Contract**

This is a new contract.

Please contact **Stephanie Kraft** at extension **5496**, if you have any questions or concerns regarding the terms of this agreement,

Encl.



**INTERAGENCY REIMBURSEMENT AGREEMENT IAA24525  
BETWEEN  
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
WHATCOM COUNTY SUPERIOR COURT**

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Whatcom County Superior Court (Court), for the purpose of reimbursing Whatcom County Superior Court (Court) for expenses related to Water Rights Adjudication.

**PURPOSE**

The purpose of this Agreement is to provide reimbursements to assist Whatcom County Superior Court with costs related to water right adjudication.

**STATEMENT OF WORK**

Whatcom County Superior Court must use funding to prepare for and adjudicate claims regarding surface and groundwater rights for the Water Resources Inventory Area 1 (Nooksack). Use of funds for water adjudication include but are not limited to: Personnel salaries & benefits for staff designated for water adjudication and appointed by the Superior Court (court clerk(s), court commissioner, court referee, and support staff), and staff equipment – including computers, a high capacity printer, IT maintenance and program subscriptions that support the program.

Whatcom County Superior Court shall submit a fiscal year-end report to AOC that includes: 1) the title of the water adjudication positions that are hired, corresponding hiring date, and job descriptions; and 2) a general description of water adjudication-related activities that the designated positions have accomplished; and 3) a general description of any staff equipment and facilities costs. The reporting schedule is July 15, 2024 for FY 2024 and July 15, 2025 for FY 2025.

**REIMBURSEMENT**

- A. AOC shall reimburse the Court up to a maximum of \$417,300 for Water Rights Adjudication incurred during the period of July 1, 2023 to June 30, 2024.
- B. AOC shall reimburse the Court up to a maximum of \$464,000 for Water Rights Adjudication incurred during the period of July 1, 2024 to June 30, 2025.

- C. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

### **PERIOD OF PERFORMANCE**

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2025**.

### **COMPENSATION**

- A. AOC will reimburse the Court up to a maximum/NTE/LumpSum of \$881,000 for payments made by the Court during the period listed above. Leftover funds from one fiscal year may not be utilized in a subsequent fiscal year.
- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to [payables@courts.wa.gov](mailto:payables@courts.wa.gov)
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely. The final A-19 of the 2023-2024 fiscal year is due July 15, 2024 and the final A-19 of the 2024-2025 fiscal year is due July 15, 2025. If this Agreement is extended, subsequent fiscal years must be handled similarly.

### **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to

bind each of the 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.

## **RECORDS, DOCUMENTS, AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

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

## **DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

## **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice 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 prior to the effective date of termination.

## **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 must 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 will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

**ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising hereunder, 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 does not preclude that party from subsequent exercise of such rights and is not 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 is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

**AGREEMENT MANAGEMENT**

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

| <b>AOC Program Manager</b>   | <b>Court Program Manager</b>  |
|--|---|
| Shannon Hinchcliffe<br>PO Box 41170<br>Olympia, WA 98504-1170<br>360-704-4123<br>Shannon.hinchcliffe@courts.wa.gov | Stephanie Kraft<br>311 Grand Ave. Rm. 301<br>Bellingham, WA 98225-4048<br>360-778-5496<br>SKraft@co.whatcom.wa.us |

**ENTIRE AGREEMENT**

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 are considered to exist or to bind any of the parties to this agreement

unless otherwise stated in this Agreement.

**AGREED:**

**Administrative Office of the Courts**

**Court**

*Dawn Marie Rubio*  
Signature

December 7, 2023  
Date

*Satpal Singh Sidhu* 12/6/23  
Signature Date

Dawn Marie Rubio  
Name

Satpal Singh Sidhu  
Name  
County Executive

State Court Administrator  
Title

Title