

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
- 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:

AOC Program Manager	Court Program Manager
Shannon Hinchcliffe PO Box 41170 Olympia, WA 98504-1170 360-704-4123 Shannon.hinchcliffe@courts.wa.gov	Stephanie Kraft 311 Grand Ave. Rm. 301 Bellingham, WA 98225-4048 360-778-5496 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

Signature

Date

Signature

Date

Dawn Marie Rubio

Name

Name

State Court Administrator

Title

Title