

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202502027-01

Originating Department:	Whatcom County Superior Court Administration		
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:	Stephanie Kraft		
Contractor's / Agency Name:	Whatcom Dispute Resolution Center		
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"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>202502027</u>			
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: <u>03/03/2025</u> (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____			
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____			
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): <u>WCC Chapter 2.18</u> Contract Cost Center: <u>10007050</u>			
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input 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): \$ <u>65,000</u> This Amendment Amount: \$ <u>70,000</u> Total Amended Amount: \$ <u>135,000</u>		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 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. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 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: _____			
This contract provides for the administration of the family law mediation program, fee subsidy for low income participants of mediation sessions and parenting seminars, and language interpretation as needed for participants.			
Term of Contract: January 1, 2026		Expiration Date: December 31, 2026	

Contract Routing:	1. Prepared by: <u>Mallory Hamilton</u>	Date: <u>11/17/2025</u>
	2. Attorney signoff: <u>approved electronically BW/SC</u>	Date: <u>11/24/25</u>
	3. AS Finance reviewed: <u>approved electronically WC/SC</u>	Date: <u>1/7/26</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Amendment No. 01
Whatcom County Contract No. 202502027
CONTRACT BETWEEN WHATCOM COUNTY AND
Whatcom Dispute Resolution Center (WDRC)

THIS AMENDMENT is to the Contract between Whatcom County and Whatcom Dispute Resolution Center, dated January 1, 2025 and designated "Whatcom County Contract No. 202502027". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through December 31, 2026, and increases the maximum consideration by \$70,000 to a total consideration of \$ 135,000.

This Amendment also changes Exhibit B: New Exhibit B attached.

This contract is for a total of \$70,000 maximum for 2026.

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect: January 1, 2026, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Whatcom Dispute Resolution Center have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 20____.

CONTRACTOR:

Contractor Name

Moonwater, Executive Director, WDRC Date

CONTRACTOR INFORMATION:

Contact:
Moonwater, Executive Director
Whatcom Dispute Resolution Center
206 Prospect Street,
Bellingham, WA 98225
Phone: (360) 676-0122

WHATCOM COUNTY:

Recommended for Approval:

Stephanie Kraft, Administrator, Superior and Juvenile Court Date

Approved as to form:

Christopher Quinn, Civil Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

EXHIBIT "B"
(COMPENSATION)

This contract is for a total of \$70,000 maximum, per year, as follows:

1. **Mandatory Family Law Mediation Administration:** The Contractor shall be paid for family law mediation administration based on actual costs, plus 10% overhead not to exceed a total of \$55,000 per calendar year.

Contractor shall submit invoices supported by ledger demonstrating actual expenses incurred for family law mediation staff. This documentation is required to prove expenses incurred for family law mediation administration services for the prior month.
2. **Family Mediation Fee Subsidies for Low-Income Clients:** The annual total of the billings listed below shall not exceed \$15,000 per calendar year. The Contractor shall submit invoices for family law mediation fees, parenting seminar fees or partially waived during the preceding month. Invoices shall identify each client by initials, include the number of hours for each service, and the amount of fee waived or partially waived. Client financial data gathered for the purpose of determining fee-waiver eligibility shall be maintained by the Contractor for a minimum of three (3) years and shall be made available to the County for inspection upon demand.
 - a. **Mediation Fee Subsidy for Low-Income Clients:** The County agrees to reimburse the Contractor for family law mediation fees waived or partially waived for low income participants, under eligibility guidelines set by the County. Fee subsidies for mediation sessions shall be billed at a rate not to exceed \$80 per client per hour, less any payment made by the client.
 - b. **Parenting Seminar Fee Subsidy for Low-Income Clients:** The County agrees to reimburse the Contractor for parenting seminar fees waived or partially waived for low income participants, under eligibility guidelines set by the County. Fee subsidies shall be billed at a rate not to exceed \$50 per client per seminar, less any payment made by the client. These fees shall be invoiced separate from Family Mediation subsidies, and will not be reimbursed under this contract.
 - c. **Reimbursement for Language Interpretation for Parenting Seminar and Family Law Mediation:** The cost of interpreter services for parenting seminars and mediation will be reimbursed at actual cost, subject to the billing limits described above. These fees shall be invoiced separate from Family Mediation subsidies, and will not be reimbursed under this contract.

Invoicing

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted monthly. Monthly invoices must be submitted by the 15th day of the month following the month of service.
2. The Contractor shall submit invoices with the contract number to:

**Whatcom County Superior Court
311 Grand Avenue, Suite 501
Bellingham, WA 98225**
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of the contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
5. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide

the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.