

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202508016-01

Originating Department:	70 - Superior Court
Division:	7010 - SC-Administration
Program:	701000 - SC-Administration
Contract or Grant Administrator:	Stephanie Kraft
Contractor's / Agency Name:	Administrative Office of the Courts

Type of contract:	Intergovernmental Contract For Services	
Is this a new contract ? No	If not, is this an amendment or renewal to an existing contract? Yes	If amendment or renewal (per W.C.C. 3.08.11(a)), original contract # : 202508016
Is this a grant agreement? Yes	If yes, grantor agency contract numbers: AOC2501	ALN: N/A Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds
Is this contract grant-funded ? No	If yes, Whatcom County grant contract number(s): Pass through funding to Whatcom County Superior Court	
Is this contract the result of an RFP or Bid Process ? No	If yes, RFP and Bid number(s): N/A	Federal reimbursement? No
Procurement Method:	N/A - Interlocal/Grant - For interlocal agreements between governments or grant-funded contracts	
Council review requirements & exemptions:	Required - Amendment exceeds \$10,000 or 10% threshold	

Fund:	1000	Original Contract Amount (if amendment):	1,721,200
Cost Center:	10007053	This Amendment Amount (if applicable):	817,000
Object Account:	various	Total Contract Amount:	2538,200

Contract term ends: July 1, 2025- June 30, 2027

Contract routing (please initial & date):

Prepared by:	Stephanie Kraft	Contractor signed:	Initial
Contractor review:		Executive review:	FW
Attorney signoff:	Electronic Approval TS/SK 4/30/26	Council approval, if necessary:	5/26/26
AS Finance review:	M Caldwell - 5.8.26		AB#: 2026-394
IT review (if related):		Executive signed	DS SSS

WHATCOM COUNTY
Superior Court Administration
Superior-Juvenile
311 Grand Avenue Suite 501
Bellingham, Washington 98225
(360) 778-5496



Stephanie Kraft
Superior and Juvenile Court
Administrator

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Stephanie Kraft, Superior and Juvenile Court Administrator *SK*

RE: Water Rights Adjudication for July 1, 2025-June 30, 2027 with Washington State Administrative Office of the Courts-Amended

DATE: April 29, 2026

Enclosed is an original of the interagency agreement between Whatcom County Superior Court 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 Nooksack Water Rights Adjudication pursuant to RCW 90.03.243.

Whatcom County Superior Court, with the support of the Superior Court Judges Association and the Administrative Office of the Courts, sought additional funding during the 2026 Legislative Session Supplemental Budget process to support the extraordinary costs related to the adjudication. AOC and Whatcom County Superior Court have always anticipated a long-term staffing strategy that would span multiple biennial and supplemental budgets based on Ecology's actions and decisions to file an adjudication petition. Staying flexible but adaptive has allowed the requests of resources as they are needed instead of asking for too much too far in anticipation of the case.

The supplemental funding includes but is not limited to: two additional staff positions (one in Court Administration, one in the Superior Court Clerks Office), funding to support COLA increases and reclassifying existing positions to reflect needs of adjudication, interpreters, technology and evidence management and traveling court.

■ **Funding Amount and Source**

The Washington State Administrative Office of the Courts will reimburse Whatcom County up to \$2,538,200. Reimbursement for July 1, 2025-June 30, 2026 is increased to \$1,031,600. Reimbursement amount for July 1, 2026-June 30, 2027 is increased to \$1,506,600.

- **Differences from Previous Contract**

For July 1, 2025-June 30, 2026 there is an additional \$171,000 to reimburse the court. For July 1, 2026-June 30, 2027 there is an additional \$646,000 to reimburse the court.

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

Encl.

**AMENDMENT 1
INTERAGENCY REIMBURSEMENT AGREEMENT**

AGREEMENT NUMBER AOC2501

BETWEEN

**WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE COURTS
AND
WHATCOM COUNTY SUPERIOR COURT**

This First Amendment to Agreement No. AOC2501 is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts (AOC), and Whatcom County Superior Court (Court) known ("collectively as the "Parties").

RECITALS:

- A. AOC and Court (collectively the "Parties") entered into that certain Agreement No. AOC2501 dated effective as of July 1, 2025 (Agreement).
- B. The Parties now desire to amend the Agreement to increase Compensation for Period of Performance of this agreement
- C. The amendment set forth herein is within the scope of the Agreement.

AGREEMENT

The parties now wish to amend the Agreement as follows:

- 1. Section 4 Reimbursement subsection A and B shall be replaced in its entirety with the following:
 - A. AOC shall reimburse the Court up to a maximum of One million thirty-one thousand six hundred dollars \$1,031,600.00 for Water Rights Adjudication incurred during the period of July 1, 2025, to June 30, 2026.
 - B. AOC shall reimburse the Court up to a maximum of one million five hundred six thousand six hundred dollars (\$1,506,600.00) for Water Rights Adjudication incurred during the period of July 1, 2026, to June 30, 2027.
- 2. Section 6 Compensation subsection A shall be replaced in its entirety with the following:
 - A. AOC will reimburse the Court up to a maximum of two million five hundred thirty-eight thousand two hundred (\$2,538,200.00) for payments made by the Court during the period listed above.

3. No change other than amendment. Except as amended herein, the Agreement is unaffected and remains in full force and effect.

4. Integrated Agreement, Modification. This amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

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

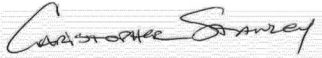
6. Electronic Signatures. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. Counterparts. This Amendment may be executed in one or more 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 Amendment 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 Amendment.

AGREED:

**WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE
COURTS**

**WHATCOM COUNTY SUPERIOR
COURT**

 5/28/2026

Signature Date

Christopher Stanley

Name

Chief Financial and Management Officer

Title

DocuSigned by:
 5/27/2026
1192C7C18B664E3...

Signature Date

Satpal Singh Sidhu

Name

County Executive

Title