

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202507012

Originating Department:	Whatcom County Superior Court		
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:	Stephanie Kraft		
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"/>			
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: _____			
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 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 type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: 10007056			
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 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 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): \$ 67,740 This Amendment Amount: \$ 0.00 Total Amended Amount: \$ 67,740		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: <ol style="list-style-type: none"> 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: The Administrative Office of the Courts will reimburse Whatcom County Superior Court up to \$67,740.00 for expenses incurred as part of the Uniform Guardianship Act.			
Term of Contract: July 1, 2025		Expiration Date: June 30, 2026	
Contract Routing: 1. Prepared by: S. Kraft Date: 6/3/25 2. Attorney signoff: Christopher Quinn Date: 06/04/25 3. AS Finance reviewed: _____ Date: _____ 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Executive contract review: S. Kraft Date: 6.7.9.25 7. Council approved, if necessary: AB2025 - 464 Date: 6/24/25 8. Executive signed: S. Kraft Date: 7.9.25 9. Original to Council: _____ Date: _____			

WHATCOM COUNTY
Superior Court Administration
311 Grand Avenue, Suite 501
Bellingham, Washington 98225
(360) 778-5498



Stephanie Kraft
Administrator

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Stephanie Kraft, Administrator

RE: Uniform Guardianship Act Reimbursement for July 1, 2025-
June 30, 2026 with the Administrative Office of the Courts

DATE: June 3, 2025

Enclosed is an original copy of the interagency agreement between Whatcom County Superior Court and the Washington Administrative Office of the Courts.

▪ **Background and Purpose**

Whatcom County Superior Court has been receiving reimbursement for expenses related to the Uniform Guardianship Act since 2021.

▪ **Funding Amount and Source**

The Administrative Office of the Courts will reimburse Whatcom County Superior Court up to a maximum of \$67,740.00 for reimbursement of costs paid to attorneys appointed for a minor, parent or an adult, or court visitor appointments for a minor or an adult pursuant to RCW 11.130.

▪ **Differences from Previous Contract**

The contract amount is \$8,678 more than the previous years contract reimbursement for court costs.

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

Encl.



**WASHINGTON
COURTS**

INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

IAA26769

AND

WHATCOM COUNTY SUPERIOR COURT

REGARDING

**THE UNIFORM GUARDIANSHIP, CONSERVATORSHIP AND OTHER PROTECTIVE
ARRANGEMENTS ACT (UGA)**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Whatcom County Superior Court, referred to as "Court or Agency". The AOC and the Agency may be referred to individually as a "Party" and collectively as the "Parties".

2. PURPOSE

The purpose of this Agreement is to authorize the AOC to reimburse the Court for those costs associated with attorney appointments and court visitor appointments made pursuant to the Uniform Guardianship, Conservatorship and Other Protective Arrangements Act ("UGA"), Chapter 11.130 RCW.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. DEFINITION

"UGA appointment services" means attorney appointments and court visitor appointments made pursuant to Chapter 11.130 RCW where the appointment is at public expense pursuant to Chapter 11.130 RCW.

4. STATEMENT OF WORK

The Court:

- a. Will ensure that the funding under this Agreement is used only for reimbursement of costs paid to attorneys appointed for a minor, parent or an adult, or for court visitor appointments for a minor or an adult pursuant to Chapter 11.130 RCW. The AOC will not reimburse the Court for any other services, including but not limited to: guardians ad litem, interpreters, judicial officer time, administrative costs (overhead or indirect), court staff time, etc. The AOC will not pay in advance for services provided under this Agreement.
- b. Will provide a completed checklist in a format provided by the AOC with each reimbursement request. The Court additionally agrees to provide supporting documentation with the reimbursement request as required by AOC.
- c. May elect to pay for UGA appointment services that are not in accordance with the provisions of this Agreement; however, the AOC will not reimburse the Court for such payments.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2025, and end on June 30, 2026, unless terminated sooner or extended, as provided herein.

6. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed \$67,740.00 for payments made for services provided during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement. Any reimbursement claim submitted for UGA appointment services provided after June 30, 2026 will be denied.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Contract Number IAA26769
- Agency name, address and phone number
- Description of Reimbursement
 - Billing reports from attorneys and court visitors whose costs are being reimbursed, including services dates with hours billed and services provided; and,
 - Payment documents from the Court indicating case number amount and date of payment, and payee.

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- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. REVENUE SHARING

- a. The Court must report to the AOC any surplus for revenue sharing and request revenue sharing by timely submitting all completed Invoices on a monthly or bi-monthly basis, and in any event no later than October 31, 2026. The AOC may initiate the revenue sharing process if monies are available.
- b. The AOC will notify the Court no later than November 30, 2026 that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.
- c. The Court must submit the final revenue sharing A-19 to AOC Program Manager no later than October 31, 2026. The revenue sharing process must be completed by December 31, 2026 which will be communicated via unilateral amendment to the agreement.

9. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Kay King Project Manager PO Box 41170 Olympia, WA 98504-1170 Kay.King@courts.wa.gov (360) 704-1941	Stephanie Kraft Superior Court Administrator 311 Grand Ave, Rm 301 Bellingham, WA 98225-4048 skraft@co.whatcom.wa.us (360) 778-5490

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10. RECORDS, DOCUMENTS, AND REPORTS

- a. 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 contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract as required a minimum of six (6) years after final expiration or termination to the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision.
- b. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under General Court Rule 31.1. For additional information, please contact the AOC Public Records Officer.

11. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members

will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto, except in revenue sharing procedures where AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, 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.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of 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 Agreement 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 Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. 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.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Agency 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.
- o. 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.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior

written notification. Upon such termination, 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 such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute 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.

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EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Whatcom County Superior Court
UGA**

 7/7/4/2025
Signature Date

 7.9.23
Signature Date

Christopher Stanley, CGFM

Name

Name

**Satpal Singh Sidhu
County Executive**

Chief Financial & Management Officer

Title

Title