

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Whatcom County Superior Court								
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Juvenile- BECCA 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 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 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): _____ New Contract _____									
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: 1959									
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: <table style="width:100%; border:none;"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<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.
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<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): \$ 277,244 This Amendment Amount: \$ _____ Total Amended Amount: \$ 277,244	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 purpose of this interlocal agreement is to provide Whatcom County Superior Court reimbursement for services rendered in relation to Truancy, At-Risk Youth and Child In Need of Services petitions.									
Term of Contract: July 1, 2024 Expiration Date: June 30, 2025									

Contract Routing:	1. Prepared by: <u>Stephanie Kraft</u>	Date: 8/23/24
	2. Attorney signoff: <u>[Signature]</u>	Date: 8/23/24
	3. AS Finance reviewed: <u>Approval via email BSJ/SK</u>	Date: 8/29/24
	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: _____

**INTERAGENCY AGREEMENT IAA25399
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
WHATCOM COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Whatcom County Juvenile Court (Contractor).

I. PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to administer Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Contractor under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Contractor.

II. STATEMENT OF WORK

The Contractor will administer Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor’s jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide the number of petitions broken down as follows:

- A. CHINS petitions;
- B. ARY petitions; and,
- C. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this Agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the “Becca Bi-Annual Report to AOC”.

Reporting schedule:

Period	Report Due
07/01/24 - 12/31/24	01/31/25
01/01/25 - 06/30/25	07/31/25

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Project Manager Christopher Stanley at Christopher.Stanley@courts.wa.gov or (360) 357-2406.

III. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is **July 1, 2024** regardless of the date of execution and it shall end on **June 30, 2025**, except for any remaining obligations of the Contractor as may exist.

IV. COMPENSATION

- A. Contractor shall be reimbursed a maximum of **\$277,244** for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement.
- B. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing and case management of CHINS, ARY and Truancy referrals/petitions. Contractor shall use BECCA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.
- C. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice, Becca Monthly Detail Report (Exhibit B), and required backup documentation is received and approved by AOC.
- D. If this Agreement is terminated, Contractor 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. Contractor shall submit invoices to AOC monthly.
- F. Payment will be made by the AOC upon receipt of a properly-completed Washington State form A-19, Becca Monthly Detail Report (Exhibit B), and required backup documentation. Invoices are to be sent via email to AOC Financial Services at payables@courts.wa.gov. AOC will remit payment to the Contractor in a total amount not to exceed the value of this agreement.
- G. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- H. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- I. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor. If there is no approved plan, a 10 percent de minimis rate may be applied. This rate shall only be calculated on the total amount of salaries and benefits.

V. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to payables@courts.wa.gov so that it is received by July 31, 2025.

VI. OTHER PROVISIONS FOR SERVICES

- A. **Background Check/Criminal History**
In accordance with Chapters 110-700 WAC, and RCW 43.43.830, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and/or subcontractor is suitable for access to clients/juveniles.

By signing this agreement, Contractor affirmatively acknowledges that it has met these requirements. Contractor shall document the background check/criminal history clearance process it employs.
- B. **Sexual Misconduct**
Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sex Offenses."

VII. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons

duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VIII. 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 AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

IX. 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.

X. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

XI. TERMINATION

A. Termination for Convenience

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this Agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

B. Termination for Cause

If 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 party.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

XIII. 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 shall 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 shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement including materials incorporated by attachment or reference.

XIV. 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.

XV. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the Agreement as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this Agreement.

EXHIBIT A

BECCA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for Becca reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2025, the Administrative Office of the Courts (AOC) will require the supporting documentation be submitted with each reimbursement claim.

B. GENERAL

Becca allowable costs are only those costs associated with “processing and case management of truancy, children in need of services, and at-risk youth referrals.” See ESSB 5187 Section 114 (2)(a) and (b) (2023).

The guidelines below take into consideration the financial needs of courts for processing and case management of Becca referrals and allows for reimbursement for expenses related to such activities. These guidelines are consistent to the legislative restrictions and guidelines placed on Becca funding.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the Becca contract according to its terms including report preparation, scope of work, and performance.
- Submits invoices and other required documentation in an accurate and timely manner.
- Keeps all supporting documentation for audit purposes for at least six years after contract expires.

2. AOC Project Manager

- Acts as central contact with the court.
- Approves invoices and submitted supporting documentation for Becca reimbursement.
- Reviews all reports required under the Becca agreement.
- Determines programmatic compliance of the Becca agreement.
- Answers all programmatic questions regarding the Becca Program.
- Approves additional training and its related costs as sought by Courts for reimbursement.
- Provides guidance to Courts regarding audit-ready documentation that should be retained by Courts.

3. AOC Comptroller

- Determines Becca annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

All costs claimed on each reimbursement request must be supported with back-up documentation. This may include time sheets, invoices, allocation assumptions, approved indirect or administrative overhead cost plans, etc. Descriptions of allowable costs and examples of appropriate back-up documentation are provided below. This list is not exhaustive. If there are questions about whether a cost is allowable and what will be accepted as appropriate back-up documentation, the Court Project Manager should seek direction and approval in writing from the AOC Project Manager in advance of the purchase and claim for reimbursement.

1. Staff/FTE (salaries and benefits)

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding Becca processing and case management. A judicial officer computation rate will be supplied by AOC, and will be the same for all superior court judges or pro tems hearing Becca cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g., clerks, court project managers, Becca counselors or case managers, office staff) payroll record/time and attendance records related to the processing and case management of a Becca referral. If the employee is not assigned fulltime to Becca then compensation reimbursement must be proportioned to the amount of time the employee processes Becca referrals and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on Becca. Document the process for determining the amount of time the person(s) spend on Becca duties. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file locally and available to AOC and State Auditor.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards. All work must be related to the filing, processing, case management, or direct services related to Becca cases and invoice must be approved by authorizing authority (i.e., court administrator or their delegate) before inclusion in reimbursement request.
- Defense Attorney – Invoices must identify the specific Becca cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged.
- Prosecutor – Invoices must include a breakdown of billable hours/rates working on filed Becca cases or invoice based on a per Becca petition cost to process along with rationale and explanation on how petition cost was determined.

3. Goods

- **Supplies**
 - Actual Costs - Supplies necessary for Becca case processing or management and may include consumable supplies.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor.

4. Equipment

- Actual Costs - Equipment is allowed if related to Becca and used solely for case processing or management. Any major purchase must be approved in writing by the AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases, however, periodic use of and billing from a centralized motor pool is allowable.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform Becca work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor.

5. Training

- Reimbursement for attending the annual Becca Conference is allowed, not to exceed the published AOC travel and per diem rates. Any other paid training program where the attendee is seeking reimbursement must be pre-approved, in writing, by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers for travel to and from the annual Becca Conference and services specifically related to Becca case processing or management. Reimbursement is limited to the published AOC travel and per diem rates. Travel expenses to any other training programs must be pre-approved, in writing, by the AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

7. Detention

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the “actual” daily detention costs. If billing occurs based on a daily rate, records of actual costs should be submitted with the reimbursement request to substantiate daily rate.

Becca Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC to offset the costs associated with the processing and case management of Becca referrals. In the 2023-2025 Biennium, the appropriations equal \$7 million per fiscal year.

The Legislature also provides the following direction through budget proviso:

“The administrator for the courts, in conjunction with the juvenile court administrators, shall develop an equitable funding distribution formula. The formula must neither reward counties with higher than average per-petition/referral processing costs nor shall it penalize counties with lower than average per-petition/referral processing costs.”

Allocation of the funding is based on calendar year caseload data from each county for CHINS, ARY, and Truancy filings. The CHINS and ARY filing data is available through the online Caseloads of the Courts of Washington Reports. The source of Truancy filings is a query from the Judicial Information System (JIS)/EDR Statewide database and limited to 0-16-year-olds.

The AOC Comptroller maintains an allocation spreadsheet. The calculation is as follows:

- Sums three years of CHINS and ARY filings and calculates a percentage of the total for each county.
- Sums three years of Truancy filings limited to 0-16-year-olds and calculates a percentage of the total for each county.
- Applies a weighted allocation to the total funding, 46 percent of the CHINS and ARY / 54 percent of the Truancy filings. Allocates the total available funding based upon the weighted allocation percentage.
- A small county base is established at \$5,000. Where counties’ weighted allocation results in less than \$5,000 for the fiscal year, then those allocations are set at \$5,000 and all other counties’ weighted allocations are lowered to cover the small county base.
- Additionally, for FY 2025, adjustments were made to the formula in response to the impacts of the COVID 19 Pandemic on case filings. The adjustments were to exclude 2020 and 2021 filings and implement a 5 percent stop-loss. These changes were recommended by the Washington Association of Juvenile Court Administrators and approved by the State Court Administrator. The recommendation is included as an attachment to these guidelines.

BECCA MONTHLY DETAIL REPORT

Exhibit B Report

Administrative Office of the Courts

(submit monthly with A-19 invoice)

COUNTY

NAME: _____

MONTH & YEAR: _____

STAFF/FTE

- Judicial officer salary & benefits
- Other court staff salary & benefits

 Total \$ _____ -

PROFESSIONAL SERVICES

- General vendor services
- Defense attorney
- Other (specify)

 Total \$ _____ -

GOODS

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

 Total \$ _____ -

EQUIPMENT

- Computer Set-Up
- Other (specify)

 Total \$ _____ -

TRAINING

- Becca-specific

 Total \$ _____ -

TRAVEL

- Mileage
- Per Diem

 Total \$ _____ -

DETENTION

- Daily rate detention costs or actual costs

 Total \$ _____ -

GRAND TOTAL

\$ _____ -