

**INTERAGENCY AGREEMENT IAA22078**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**WHATCOM COUNTY SUPERIOR COURT**

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Whatcom County Superior Court, for the purpose of reimbursing the Whatcom County Superior Court (Court) for attorney appointments under RCW 11.130.200(5) and court visitor appointments under RCW 11.130.195(4).

**1. DEFINITIONS**

For purposes of this contract, the following definitions apply:

- a) "Attorney appointed for a parent" means an attorney appointed under RCW 11.130.200(5).
- b) "Court visitor" means a person appointed under RCW 11.130.195(4).
- c) "UGA appointment services" means attorneys appointed for a parent under RCW 11.130.200(5) and court visitors as appointed under RCW 11.130.195(4).

**2. PURPOSE**

The purpose of this Agreement is to partner with individual local courts in providing UGA appointment services.

**3. DESCRIPTION OF SERVICES TO BE PROVIDED**

- a) The Court will ensure that the funding under this contract is used only for reimbursement of costs paid to attorneys appointed for a parent or court visitors. Other costs are not eligible for reimbursement, including but not limited to: judicial officer time, administrative costs (overhead or indirect), court staff time, etc. No prepayment will be made under this Agreement.
- b) The Court agrees to provide a bimonthly report on UGA appointment services cost and usage data. At a minimum, this reporting will include:
  - 1) Case numbers.
  - 2) Purpose of appointment (attorney appointed for a parent or a court visitor), including to whom counsel was provided; and
  - 3) Amount billed per party.
- c) In addition, the Court agrees to report any expected surplus for revenue sharing to AOC by July 26, 2022, and to provide any request for revenue sharing by July 26, 2022 for prioritization by the SCJA.
- d) The Court may elect to pay for UGA appointment services that are not in accordance with the provisions of this agreement; however, such payments will not be reimbursed.

#### 4. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2021**, regardless of the date of execution, and ends on **June 30, 2022**.

#### 5. COMPENSATION

- a) The Court may be reimbursed a maximum of **\$153,110** for UGA appointment services costs incurred during the period of July 1, 2021 to June 30, 2022. No reimbursement will be made under this Agreement for UGA appointment services incurred after June 30, 2022, and any reimbursement beyond this amount will be denied.
- b) If this agreement is terminated, the Court will only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- c) The Court will submit its A-19 invoices monthly or bimonthly to: [ReimbursementProgram@courts.wa.gov](mailto:ReimbursementProgram@courts.wa.gov). Forms A-19 submitted under this agreement must include:
  - 1) Billing reports from attorneys and visitors whose costs are being reimbursed, including hours billed and services provided; and
  - 2) Payment documents from the Court indicating case number; amount paid, and payee.
- d) Data required in 3b above must be submitted electronically to the AOC in conjunction with the bimonthly invoice.
- e) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- f) The Court must maintain sufficient backup documentation of expenses under this Agreement.
- g) The AOC, upon consultation with the SCJA and after May 1, 2022, may initiate revenue sharing and reallocate funding among courts as prioritized by the SCJA. If such adjustments are made, Court will be notified by letter and e-mail from AOC, and such a letter will be attached to this agreement as Addendum A.

#### 6. TREATMENT OF ASSETS AND PROPERTY

The AOC is the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

#### 7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement are “works for hire” as defined by the U.S. Copyright Act of 1976 and are owned by the AOC. Data includes, but is not limited to: reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, must be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license is limited to the extent which the Court has a right to grant such a license. The Court must advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC must receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC reserves the right to modify or remove any restrictive markings placed upon the data by the Court.

#### **8. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement continue to be employees or agents of that party and are not considered for any purpose to be employees or agents of the other party.

#### **9. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual 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.

#### **10. RECORDS, DOCUMENTS, AND REPORTS**

The Court must 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 are 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 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 under this provision.

#### **11. RIGHT OF INSPECTION**

The Court will 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 or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

#### **12. DISPUTES**

Disputes arising under this Agreement will 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 will thereafter decide the dispute with the majority prevailing. Neither party has recourse to the courts unless there is a showing of noncompliance or waiver of this section.

### **13. 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 are liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **14. 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.

### **15. 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 may not be unreasonably withheld.

### **16. 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.

### **17. 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.

**18. 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
<p><b>Shelley Ireland</b>            Court Association Coordinator            PO Box 41170            Olympia, WA 98504-1170            shelley.ireland@courts.wa.gov            (360) 704-1924</p>	<p><b>Dave Reynolds</b>            Court Administrator            311 Grand Ave, Rm 301            Bellingham, WA 98225-4048            dreynold@co.whatcom.wa.us            (360) 676-7688</p>

**19. 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**

**Contractor**

\_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Signature* *Date*

**ChrisStanley**  
 \_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

**Director, MSD**  
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*Title*

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*Title*