

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202305021

Originating Department:	Information Technology
Division/Program: (i.e. Dept. Division and Program)	AS - IT - Technology Capital
Contract or Grant Administrator:	Dave Reynolds \ Perry Rice
Contractor's / Agency Name:	State of WA Administrative Office of the Courts

Is this a New Contract? Yes No If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: 5/23/23 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): IAA23077 CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s): _____ Contract Cost Center: 3100.7420

Is this agreement excluded from E-Verify? No Yes 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): \$ <u>100,000.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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:	

Request authorization for the County Executive to enter into an interagency reimbursement agreement between Whatcom County and State of Washington Administrative Office of the Courts for funding to enhance an audio visual system in a Superior Court courtroom not to exceed \$100,000.00.

Term of Contract: 1 Month Expiration Date: June 30, 2023

Contract Routing:	1. Prepared by: <u>P. Rice</u>	Date: <u>5/15/2023</u>
	2. Attorney signoff: <u>K. Frakes Verbal OK to P. Rice</u>	Date: <u>5/16/2023</u>
	3. AS Finance reviewed: <u>A. Tan Verbal OK to P. Rice</u>	Date: <u>5/16/2023</u>
	4. IT reviewed (if IT related): <u>P. Rice</u>	Date: <u>5/15/2023</u>
	5. Contractor signed: <u>✓</u>	Date: <u>5/24/23</u>
	6. Submitted to Exec.: <u>✓</u>	Date: <u>5/24/23</u>
	7. Council approved (if necessary): <u>AB2023-347</u>	Date: <u>5/23/23</u>
	8. Executive signed: <u>✓ Tyler S.</u>	Date: <u>5/24/23</u>
	9. Original to Council: _____	Date: _____



RECEIVED

MAY 24 2023

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: Whatcom County Council
Satpal Singh Sidhu, County Executive
Tyler Schroeder, Deputy Executive

FROM: Dave Reynolds, Director – Superior/Juvenile Court & Court Clerk
Perry Rice, IT Manager *PJR*

RE: Interagency Reimbursement Agreement – Superior Court Audio Visual System

DATE: May 15, 2023

Enclosed for your consideration is the proposed interagency reimbursement agreement between Whatcom County Superior Court and State of Washington Administrative Office of the Courts (AOC) for funding to enhance a Superior Court courtroom audio-visual system.

• **Background and Purpose**

The purpose of this agreement is for the State of Washington AOC to provide reimbursement to assist Superior Court in developing and setting up a “Courtroom of the Future” using contemporary audio-visual systems. This funding only recently became available to Whatcom County and invoices need to be provided to AOC prior to June 30, 2023 for reimbursement.

Whatcom County plans to use this funding to procure equipment to enhance the audio-visual system in Superior Court courtroom #4C. A separate contract to use these funds with our current court audio-visual system vendor is being proposed in conjunction with this agreement.

• **Funding Amount and Source**

The total amount of this interagency reimbursement agreement is a maximum of \$100,000.00. A request for budget authority for \$100,000.00 was introduced to County Council on May 9, 2023 as part of the Ordinance Amending the Whatcom County Budget, request no. 8.

Please contact Dave Reynolds at x5565 or Perry Rice at x5235 if you have any questions or concerns regarding this agreement.



INTERAGENCY REIMBURSEMENT AGREEMENT IAA23077
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
WHATCOM COUNTY SUPERIOR COURT

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Whatcom County Superior Court (Court), for the purpose of reimbursing Whatcom County Superior Court (Court) for costs related to enhancing its audio and visual systems.

PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to enhancing its audio and visual systems. These funds are intended to be used for equipment and services related to the installation and set-up of applicable equipment.

REIMBURSEMENT

- A. Audio/Visual Reimbursement. AOC will reimburse the Court up to a maximum of **\$100,000** for payments made by the Court during the period July 1, 2022 to June 30, 2023 related to the procurement and installation of upgraded audio/visual equipment in its courtrooms.
 - a. \$100,000 of this amount is reserved for the county to develop and implement a "Courtroom of the Future", a conceptual idea that encompasses advanced technology and increased access to justice. These funds should be focused on a single courtroom. To receive reimbursement for these reserved funds, the Court shall:
 - i. Provide a virtual seminar on Courtroom of the Future to AOC about planning, design process and cost decision making.
 - ii. Permit AOC to record presentation and make available for additional viewing to the Washington State Courts. AOC will provide the recorded presentation to the Court within 30 days completion.
 - iii. Develop any materials, resources, presentation and provide electronically to the Project Manager by June 30, 2023.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**.

COMPENSATION

- a. AOC will reimburse the Court up to a maximum of \$100,000 for payments made by the Court during the period July 1, 2022 to June 30, 2023 related to the procurement and installation of upgraded audio/visual equipment in its courtroom
- b. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- c. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov
- d. If this agreement is terminated, the Court 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. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- f. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- g. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among recipients of funding. If, in AOC's assessment, the Court is unlikely to expend the maximum agreement amount, AOC may reduce the maximum agreement amount. AOC may increase the maximum agreement amount if additional funds become available.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by 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.

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.

RECORDS, DOCUMENTS, AND REPORTS

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 agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or 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 by this provision.

RIGHT OF INSPECTION

The Court 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.

DISPUTES

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

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 shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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.

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 shall not be unreasonably withheld.

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.

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.

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
Kyle Landry PO Box 41170 Olympia, WA 98504-1170 Kyle.landry@courts.wa.gov (360) 218-6096	Dave Reynolds 311 Grand Avenue Ste 301 Bellingham, WA 98225 dreynold@co.whatcom.wa.us 360-778-5560

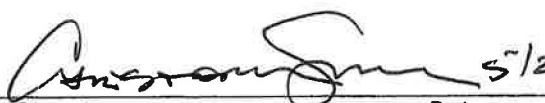
ENTIRE AGREEMENT

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

Whatcom County Superior Court


Signature Date 5/23/23


Signature Date 5/23/23

Christopher Stanley
Name

Dave Reynolds
Name

Chief Financial and Management Officer
Title

Title


WHATCOM COUNTY:
Recommended for Approval:


IT Manager Date 5/16/2023

Approved as to form:

KF Verbal OK PJR 5/16/2023
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By:  FOR SS 5/24/23
Satpal Singh Sidhu, Whatcom County Executive