

**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>	
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"/> Yes <input checked="" type="radio"/> No <input 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?    Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____    Cost Center: <b>3118</b>	
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): \$ <u>59,062.00</u> This Amendment Amount: \$ <u>0.00</u> Total Amended Amount: \$ <u>59,062.00</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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 \$59,062.00 for expenses incurred as part of the Uniform Guardianship Act.	
Term of Contract: July 1, 2024    Expiration Date: June 30, 2025	

Contract Routing:

1. Prepared by: S. Kraft	Date: 7/16/2024
2. Attorney signoff:	Date: 7/16/24
3. AS Finance reviewed: <u>electronic approval /AT/SK</u>	Date: 7/26/24
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- IAA25163  
BETWEEN  
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
WHATCOM COUNTY SUPERIOR COURT  
REGARDING THE UNIFORM GUARDIANSHIP, CONSERVATORSHIP AND OTHER  
PROTECTIVE ARRANGEMENTS ACT**

THIS AGREEMENT is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Whatcom County Superior Court (Court). The AOC and the Court are each individually “a Party” and collectively, “the Parties.”

**I. 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 Arrangement Act (“UGA”), Chapter 11.130 RCW.

**II. DEFINITION**

A. “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.

**III. DESCRIPTION OF SERVICES TO BE PROVIDED/RESTRICTIONS ON SERVICES**

A. The Court 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, 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. The Court 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. The Court 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.

**IV. PERIOD OF PERFORMANCE**

Performance under this Agreement begins **July 1, 2024**, regardless of the date of execution, and ends on **June 30, 2025**.

**V. COMPENSATION**

A. The AOC may reimburse the Court up to a maximum of \$59,062.00 for UGA appointment services costs incurred during the period of performance. The AOC will

not reimburse the Court for UGA appointment services provided after June 30, 2025; accordingly, any reimbursement claim submitted for UGA appointment services provided after June 30, 2025 will be denied.

B. If this Agreement is terminated, the AOC will only reimburse the Court 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 an A-19 Invoice Voucher (“Invoice”) monthly or bimonthly to: [payables@courts.wa.gov](mailto:payables@courts.wa.gov) with a copy to [Kay.King@courts.wa.gov](mailto:Kay.King@courts.wa.gov). Invoices submitted under this Agreement must include:

1. Billing reports from attorneys and court visitors whose costs are being reimbursed, including service dates with hours billed and services provided; and
2. Payment documents from the Court indicating case number; amount and date of payment, and payee.

D. The Court must electronically submit the data and other information required in Section C above to the AOC in conjunction with the Invoice.

E. The AOC will pay the Court for approved and completed work via warrant or account transfer within 30 days of receipt of a properly completed Invoice, the completed checklist, and the required supporting documentation.

F. The Court must maintain sufficient backup documentation of expenses under this Agreement.

## **VI. 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, 2025. The AOC may initiate the revenue sharing process if monies are available.

B. The AOC will notify the Court no later than November 30, 2025 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 program Invoice to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) with a copy to [Kay.King@courts.wa.gov](mailto:Kay.King@courts.wa.gov) no later than October 31, 2025. The revenue sharing process must be completed by December 31, 2025.

## **VII. 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.

## **VIII. 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.

#### **IX. 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.

#### **X. 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.

#### **XI. 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.

#### **XII. 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.

#### **XIII. 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.

#### **XIV. 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 party specifying the effective date thereof, at least five (5) business 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 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 fifteen (15) business days. If failure or violation is not corrected, then this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **XV. 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.

#### **XVI. 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.

#### **XVII. 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.

#### **XVIII. 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.

**XIX. AGREEMENT MANAGEMENT**

The individuals noted below are responsible for and will serve as the point of contact for all communications regarding the performance of this Agreement:

<b>AOC Program Manager</b>	<b>Court Program Manager</b>
<p><b>Kay King</b>                      Project Manager                      PO Box 41170                      1112 Quince St SE                      Olympia, WA 98504-1170  <a href="mailto:Kay.King@courts.wa.gov">Kay.King@courts.wa.gov</a>                      360-867-8224</p>	<p><b>Stephanie Kraft</b>                      Superior Court Administrator                      311 Grand Ave, Rm 301                      Bellingham, WA 98225-4048  <a href="mailto:skraft@co.whatcom.wa.us">skraft@co.whatcom.wa.us</a>                      (360) 778-5490</p>

**XX. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties and supersedes all prior agreements, contracts, or representations between the parties with respect to the reimbursement of Uniform Guardianship Act expenses, including but not limited to the Original Agreement. 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**

**Court**

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

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

**Christopher Stanley, CGFM**  
 \_\_\_\_\_  
*Name*

Stephanie Kraft  
 \_\_\_\_\_  
*Name*

**Chief Financial and Management Officer**  
 \_\_\_\_\_  
*Title*

Superior and Juvenile Court Administrator  
 \_\_\_\_\_  
*Title*

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

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