

**INTERLOCAL AGREEMENT - ICA25016
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
WHATCOM COUNTY SUPERIOR COURT
FOR THE SUPPORT OF
FAMILY AND JUVENILE COURT IMPROVEMENT PLAN (FJCIP)**

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 may each be referred to individually as a “Party” or collectively as the “Parties.”

I. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve and support family and juvenile court operations as set forth in the Family and Juvenile Court Improvement Plan (“FJCIP”) legislation, RCW 2.56.220-230.

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

II. DESCRIPTION OF SERVICES

A. The Court will:

1. Assign a Chief Judge for the family and juvenile court for a minimum term of two (2) years.
2. Hire a FJCIP Coordinator within a timeframe acceptable to both AOC and the Court, provide that Coordinator with training in the area of family and juvenile law, and ensure that Coordinator participates in specialized Coordinator trainings offered by AOC, including the FJCIP Coordinator Community of Practice.
3. Document that all court commissioners and judges serving in the county’s FJCIP have completed a minimum of 30 hours of specialized training in dependency and family law related topics as required under RCW2.56.230.
4. Create learning opportunities to engage local dependency court system partners in acquiring new skills and changing practice with a shared goal of improving outcomes for children, families, and the professionals who support them.
5. Work with AOC Staff to support mutually agreed upon court improvement projects, including data collection, evaluation, multi-disciplinary training and meetings of court and community partners.
6. Submit a spending plan detailing the intended use of funds received under this agreement to AOC by September 30, 2024.
7. Submit a budget report comparing actual expenditures with the

contract budget for the period of July 1 through December 31 with budget projections for the next three years to AOC by February 1, 2025.

8. Submit a report comparing all actual expenditures for the period of July 1, 2024 to June 30, 2025 with the contract budget to AOC by July 15, 2025.
9. Submit or update a "local improvement plan" utilizing the format received under this agreement to AOC by September 30, 2024.

- B. The Court shall submit to the AOC semi-annual reports of court's purpose, goals, activities and progress on measurable outcomes related to Family and Juvenile Court Improvement Program activities during the preceding quarter. Semi-annual reports are due August 31, 2024 and March 1, 2025.

III. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2024 through June 30, 2025.

IV. COMPENSATION

- A. AOC shall reimburse the Court a maximum of \$108,000.00 for FJCIP coordinator salary and benefits costs incurred during the term of this Agreement. 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. All A-19 invoices shall be submitted to AOC no later than July 15, 2025 for reimbursement.
- B. Before payment can be processed, properly-completed A-19 invoices must be submitted to AOC's Payables Department at payables@courts.wa.gov and CC AOC Project Manager Jennifer Nguyen Jennifer.nguyen@courts.wa.gov.
- C. 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.
- D. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- E. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

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 between July 12, 2025 and August 1, 2025.

VI. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Washington State Legislature (“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.

VII. 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.

VIII. 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.

IX. 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.

X. RIGHTS 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.

XI. 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.

XII. 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.

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. Description of services; and,
- C. Any other provisions of the agreement, including materials incorporated by 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. 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.

XVI. 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 that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVII. COUNTERPARTS

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed. The parties agree that signed digital, electronic or scanned copies of documents will be given full effect as if an original.

XVIII. AGREEMENT MANAGEMENT

The individuals designated below shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

AOC Project Manager	Court Agreement Manager
Jennifer Nguyen PO Box 41170 Olympia, WA 98504 Jennifer.Nguyen@courts.wa.gov (360)890-5470	Stephanie Kraft 311 Grand Ave, Suite 501 Bellingham, WA 98225 SKraft@co.whatcom.wa.us

XIX. 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 shall be considered to exist or to bind any of the Parties to this Agreement unless otherwise stated in this Agreement.

This Agreement is executed by the persons signing below who warrant that they have the authority to execute it.

AGREED:

**WASHINGTON STATE
 ADMINISTRATIVE OFFICE
 OF THE COURTS**

COURT

Signature

Signature

Dawn Marie Rubio

Name

Name

State Court Administrator

Title

Title

Date

Date