

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202404021

Originating Department:	Whatcom County Superior Court Administration
Division/Program: (i.e. Dept. Division and Program)	
Contract or Grant Administrator:	Stephanie Kraft
Contractor's / Agency Name:	Administrative Office of the Courts
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> 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): _____	
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: 3116	
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: <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): \$ 108,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ 108,000	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: _____	
Provide a Family Juvenile Court Improvement Program Coordinator (FJCIP). FJCIP works with the court/court partners to transform systems and produce better outcomes for children and families in the dependency system. Core components include cross system learning and collaboration, court improvement, and system change. The contract will cover all wages and benefits for this position.	
Term of Contract: July 1, 2024 Expiration Date: June 30, 2025	

Contract Routing:	1. Prepared by: S. Kraft	Date: 3/27/24
	2. Attorney signoff: Approved by Email/KK/SK	Date: 3/28/24
	3. AS Finance reviewed: Approved by Email/AT/SK	Date: 4/1/24
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: 5/1/24
	6. Executive contract review:	Date: 4/24/24
	7. Council approved, if necessary: AB2024-255	Date: 4/23/24
	8. Executive signed: by T. Schneider	Date: 4/24/24
	9. Original to Council:	Date: _____

**WHATCOM COUNTY**  
**Superior- Juvenile Court**  
**Administration**  
311 Grand Avenue, Suite 501  
Bellingham, Washington 98225  
(360) 778-5496



**Stephanie Kraft**  
Administrator

**RECEIVED**

**APR 24 2024**

**WHATCOM COUNTY**  
**EXECUTIVE'S OFFICE**

*SK*

## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Stephanie Kraft, Juvenile and Superior Court Administrator

**RE:** Family and Juvenile Court Improvement Program (FJCIP)  
Coordinator July 1, 2024-June 30, 2025 with Washington  
State Administrative Office of the Courts

**DATE:** March 27, 2024

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Enclosed are two (2) originals of the interagency agreement between Whatcom County and Washington State Administrative Office of the Courts

▪ **Background and Purpose**

The purpose of this agreement is to reimburse Whatcom County for the wages and benefits of a Family and Juvenile Court Improvement Program Coordinator (FJCIP). FJCIP coordinator is dedicated to improving dependency court operations and case outcomes for children and families involved in child welfare. They work closely with judicial officers and local system partners to identify opportunities for improvement, undertake meaningful practice change and to assess the effectiveness of their efforts.

Additional information regarding FJCIP can be found here: <https://www.wacita.org/fjciip/>

▪ **Funding Amount and Source**

The Washington State Administrative Office of the Courts will reimburse Whatcom County up to \$108,000 to cover the wages and benefits for a full time FJCIP Coordinator.

▪ **Differences from Previous Contract**

The previous contract covered 4/1/24-6/30/24 and was for \$35,000. This was only for two months wages, benefits and initial start up (equipment) costs for a full time FJCIP Coordinator. This new contract is for \$108,000 and covers the full time wages and benefits for the FJCIP coordinator. There are no funds allocated for additional costs outside of wages/benefits.

Please contact **Stephanie Kraft** at extension **5496**, if you have any questions or concerns regarding the terms of this agreement.

**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](mailto:payables@courts.wa.gov) and CC AOC Project Manager Jennifer Nguyen [Jennifer.nguyen@courts.wa.gov](mailto: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](mailto: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
<b>Jennifer Nguyen</b> PO Box 41170 Olympia, WA 98504 <a href="mailto:Jennifer.Nguyen@courts.wa.gov">Jennifer.Nguyen@courts.wa.gov</a> (360)890-5470	<b>Stephanie Kraft</b> 311 Grand Ave, Suite 501 Bellingham, WA 98225 <a href="mailto:SKraft@co.whatcom.wa.us">SKraft@co.whatcom.wa.us</a>

**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**

*Dawn Marie Rubio*

Signature

**Dawn Marie Rubio**

Name

**State Court Administrator**

Title

5/1/2024

Date

**COURT**



Signature

**Tyler Schroeder**

Name Deputy County Executive

Title

4/24/2024

Date