

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	70 - Superior Court
Division:	7060 - Juvenile Court Admin
Program:	Juvenile Court Early Intervention Programs and Services
Contract or Grant Administrator:	Stephanie Kraft
Contractor's / Agency Name:	Administrative Office of the Courts

Type of contract:	Grant (Whatcom County is Grantee) (State Funds)	
Is this a new contract ? Yes	If not, is this an amendment or renewal to an existing contract? No	If amendment or renewal (per W.C.C. 3.08.11(a)), original contract # :
Is this a grant agreement? Yes	If yes, grantor agency contract numbers: AOC3348	ALN: <i>Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds</i>
Is this contract grant-funded ? No	If yes, Whatcom County grant contract number(s):	
Is this contract the result of an RFP or Bid Process ? No	If yes, RFP and Bid number(s):	Federal reimbursement? No
Procurement Method:	N/A - Interlocal/Grant - For interlocal agreements between governments or grant-funded contra	
Council review requirements & exemptions:	Required - Grant exceeds \$40,000	

Fund:	1000	Original Contract Amount (if amendment):	N/A
Cost Center:	10007005	This Amendment Amount (if applicable):	
Object Account:		Total Contract Amount:	\$232,776

Contract term ends: 06/30/2027

Contract routing (please initial & date):

Prepared by:	MH 07/02/2026	Contractor signed:	
Contractor review:		Executive review:	
Attorney signoff:	Electronic approval TS/MH 07/02/2026	Council approval, if necessary:	AB#:
AS Finance review:	J. Thomson 07/02/2026		
IT review (if related):		Executive signed	



WASHINGTON COURTS

INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AOC3348

AND

WHATCOM COUNTY JUVENILE COURT

FOR

JUVENILE COURT EARLY INTERVENTION PROGRAMS AND SERVICES

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as “AOC or Procuring Agency,” and Whatcom County Juvenile Court, referred to as “Court”. The AOC and the Court may be referred to individually as a “Party” and collectively as the “Parties”.

2. PURPOSE

The purpose of this Agreement is to engage the services of the Court to administer Truancy, At Risk Youth and Child in Need of Services programs and services within its jurisdiction and according to the intent of chapter 13.32A RCW.

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

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

Administer Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Court’s jurisdiction pursuant to chapter 13.32A, RCW.

The Court shall submit summary reports to AOC documenting case activities under this contract. These reports shall provide the number of petitions and referrals broken down as follows:

- a. CHINS petitions;
- b. CHINS referrals;
- c. ARY petitions;
- d. ARY referrals;
- e. Truancy petitions, and
- f. Truancy referrals.

The Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this Agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the “Bi-Annual Report to AOC”.

Reporting schedule:

Period	Report Due
07/01/26 - 12/31/26	01/31/27
01/01/27 - 06/30/27	07/31/27

Failure to submit a report by the due date may adversely affect state funding of the Juvenile Court Early Intervention Program.

If you have questions, please contact the AOC Program Manager Christopher Stanley at Christopher.Stanley@courts.wa.gov or (360) 357-2406.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2026, and end on June 30, 2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$232,776** for payments made during the period from July 1, 2026, through June 30, 2027, associated with the processing and case management of CHINS, ARY and Truancy referrals/petitions. Court shall use Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Court for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC3348
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

Court shall not be reimbursed until properly completed monthly A19 invoice, Monthly Detail Report (Exhibit B), and required backup documentation is received and approved by AOC.

Payment will be made by the AOC upon receipt of a properly completed Washington State form A19, Monthly Detail Report (Exhibit B), and required backup documentation. AOC will remit payment to the Court in a total amount not to exceed the value of this agreement.

Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor. If there is no approved plan, a 10 percent de minimis rate may be applied. This rate shall only be calculated on the total amount of salaries and benefits.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

7. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court **via unilateral amendment to the agreement** no later than May 1, 2027, that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more funds 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 A19 to payables@courts.wa.gov between July 12, 2027, and August 1, 2027.

8. OTHER PROVISIONS FOR SERVICES

- a. Background Check/Criminal History

In accordance with Chapters 110-700 WAC, and RCW 43.43.830, the Court is required to conduct background check/criminal history clearance for all employees, subcontractors of the Court and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Court may be required to conduct background check/criminal history clearance for employees, subcontractors of the Court and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Court shall, based on the results from the criminal background check, determine whether each employee, volunteer, and/or subcontractor of the Court is suitable for access to clients/juveniles.

By signing this agreement, Court affirmatively acknowledges that it has met these requirements. Court shall document the background check/criminal history clearance process it employs.

- b. Sexual Misconduct

Court shall ensure that all employees, subcontractors of the Court and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sex Offenses."

9. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Court Program Manager
<p>Christopher Stanley PO Box 41170 Olympia, WA 98504-1170 Christopher.Stanley@courts.wa.gov (360) 357-2406</p>	<p>Stephanie Kraft 311 Grand Ave, Ste 501 Bellingham, WA 98225-4048 SKraft@co.whatcom.wa.us (360) 778-5496</p>

10. RECORDS, DOCUMENTS, AND REPORTS

- a. Records Retention. 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 contract. These records shall be 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 contract. The agency will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.
- b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under General Court Rule 31.1. For additional information, please contact the AOC Public Records Officer.

11. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each

organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. 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.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. 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.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. 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.
- o. 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 which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. 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 15 working days. If failure or violation is not

corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, 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 such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. 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.

EXHIBIT A

Juvenile Court Early Intervention COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for reimbursements under this contract. It also sets forth the required documentation needed to support a reimbursement request. For FY 2027, the Administrative Office of the Courts (AOC) will require the supporting documentation be submitted with each reimbursement claim.

B. GENERAL

Allowable costs are only those costs associated with “processing and case management of truancy, children in need of services, and at-risk youth referrals.” See ESSB 5187 Section 114 (2)(a) and (b) (2023).

The guidelines below take into consideration the financial needs of courts for processing and case management of juvenile court early intervention referrals and allows for reimbursement for expenses related to such activities. These guidelines are consistent to the legislative restrictions and guidelines placed on the funding for this contract.

C. ROLES AND RESPONSIBILITIES

1. Court Program Manager

- Person designated by the court to manage the contract according to its terms including report preparation, scope of work, and performance.
- Submits invoices and other required documentation in an accurate and timely manner.
- Keeps all supporting documentation for audit purposes for at least six years after contract expires.

2. AOC Program Manager

- Acts as central contact with the court.
- Approves invoices and submitted supporting documentation for reimbursement.
- Reviews all reports required under the agreement.
- Determines programmatic compliance of the agreement.
- Answers all programmatic questions regarding the Program.
- Approves additional training and its related costs as sought by Courts for reimbursement.
- Provides guidance to Courts regarding audit-ready documentation that should be retained by Courts.
- Determines annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details.

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

All costs claimed on each reimbursement request must be supported with back-up documentation. This may include time sheets, invoices, allocation assumptions, approved indirect or administrative overhead cost plans, etc. Descriptions of allowable costs and examples of appropriate back-up documentation are provided below. This list is not exhaustive. If there are questions about whether a cost is allowable and what will be accepted as appropriate back-up documentation, the Court Program Manager should seek direction and approval in writing from the AOC Program Manager in advance of the purchase and claim for reimbursement.

1. Staff/FTE (salaries and benefits)

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding juvenile court early intervention program processing and case management. A judicial officer computation rate will be supplied by AOC and will be the same for all superior court judges or pro tems hearing these cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g., clerks, court program managers, case managers, office staff) payroll record/time and attendance records related to the processing and case management of a referral. If the employee is not assigned fulltime to the juvenile court early intervention program, then compensation reimbursement must be proportioned to the amount of time the employee processes and/or provides service to referrals and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Documenting the process for determining the amount of time the person(s) spends on juvenile court early intervention duties is acceptable. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file locally and available to AOC and State Auditor.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards. All work must be related to the filing, processing, case management, or direct services related to these cases and the invoice must be approved by authorizing authority (i.e., court administrator or their delegate) before inclusion in reimbursement request.
- Defense Attorney – Invoices must identify the specific juvenile court early intervention cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged.
- Prosecutor – Invoices must include a breakdown of billable hours/rates working on filed juvenile court early intervention cases or invoice based on a per petition cost to process along with rationale and explanation on how petition cost was determined.

3. Goods

- Supplies
 - Actual Costs - Supplies necessary for juvenile court early intervention case processing or management and may include consumable supplies.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor.

4. Equipment

- Actual Costs - Equipment is allowed if related to the work under this contract and used solely for case processing or management. Any major purchase must be approved in writing by the AOC Program Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases, however, periodic use of and billing from a centralized motor pool is allowable.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform Becca work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor.

5. Training

- Reimbursement for attending the annual Becca Conference is allowed, not to exceed the published AOC travel and per diem rates. Any other paid training program where the attendee is seeking reimbursement must be pre-approved, in writing, by the AOC Program Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers for travel to and from the annual Becca Conference and services specifically related to juvenile court early intervention case processing or management. Reimbursement is limited to the published AOC travel and per diem rates. Travel expenses to any other training programs must be pre-approved, in writing, by the AOC Program Manager, and reimbursement is limited to the published AOC travel and per diem rates.

7. Detention Use for At Risk Youth (Warrants) RCW 13.32A.250(5):

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the “actual” daily detention costs. If billing occurs based on a daily rate, records of actual costs should be submitted with the reimbursement request to substantiate daily rate.

Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC to offset the costs associated with the processing and case management of Becca referrals. In the 2026 Supplemental budget, the legislature increased funding by \$3 million for this fiscal year only, for a total Fiscal Year 2027 appropriation of \$5 million.

The Legislature also provides the following direction through budget proviso:

“The administrator for the courts, in conjunction with the juvenile court administrators, shall develop an equitable funding distribution formula. The formula must neither reward counties with higher than average per-petition/referral processing costs nor shall it penalize counties with lower than average per-petition/referral processing costs.”

Allocation of the funding is based on calendar year caseload data from each county for CHINS, ARY, and Truancy referrals/filings. The CHINS and ARY filing data are available through the online Caseloads of the Courts of Washington Reports. The source of Truancy filings is a query from the Judicial Information System (JIS)/EDR Statewide database and limited to 0-16-year-olds. CHINS; ARY and Truancy referral data is provided to AOC via local monthly caseload. Caseload data must be counted as a referral or a petition, but not both.

The AOC Program Manager maintains an allocation spreadsheet. The calculation is as follows:

- Sums three years of CHINS and ARY filings and calculates a percentage of the total for each county.
- Sums three years of Truancy filings limited to 0-16-year-olds and calculates a percentage of the total for each county.
- Applies a weighted allocation to the total funding, 46 percent of the CHINS and ARY / 54 percent of the Truancy filings. Allocates the total available funding based upon the weighted allocation percentage.
- A small county base is established at \$5,000. Where counties’ weighted allocation results in less than \$5,000 for the fiscal year, then those allocations are set at \$5,000 and all other counties’ weighted allocations are lowered to cover the small county base.

MONTHLY DETAIL REPORT

Exhibit B Report

Administrative Office of the Courts

(submit monthly with A19 invoice)

COUNTY

NAME: _____

MONTH & YEAR: _____

STAFF/FTE

- Judicial officer salary & benefits _____
- Other court staff salary & benefits _____

Total \$ -

PROFESSIONAL SERVICES

- General vendor services _____
- Defense attorney _____
- Other (specify) _____

Total \$ -

GOODS

- Supplies _____
- Communication (Telephone/Postage) _____
- Other (Computer/Licenses) _____

Total \$ -

EQUIPMENT

- Computer Set-Up _____
- Other (specify) _____

Total \$ -

TRAINING

- Becca-specific _____

Total \$ -

TRAVEL

- Mileage _____
- Per Diem _____

Total \$ -

DETENTION

- Daily rate detention costs or actual costs _____

Total \$ -

GRAND TOTAL

\$ -

wajca\contracts\Exhibit A's, B's, C's\exhibit b - becca monthly detail report.xls