

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

| | | | |
|--|---|--------------------------------|--|
| Originating Department: | Whatcom County Superior Court | | |
| Division/Program: (i.e. Dept. Division and Program) | Water Rights Adjudication | | |
| 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"/> | | | |
| 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? Contract _____ | | | |
| Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 10007053 | | | |
| 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): \$ 1,721,200 | 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: | | |
| This Amendment Amount: \$ 0 | 1. Exercising an option contained in a contract previously approved by the council. | | |
| Total Amended Amount: \$ 1,721,200 | 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 purpose of this interlocal agreement is to provide Whatcom County Superior Court reimbursement for costs related to water rights adjudication. Reimbursement for July 1, 2025-June 30, 2026 is up to \$860,600 and for July 1, 2026-June 30, 2027 was amended to include costs up to \$860,600 | | | |
| Term of Contract: July 1, 2025 | | Expiration Date: June 30, 2027 | |
| Contract Routing: 1. Prepared by: S Kraft Date: 7/9/25 | | | |
| 2. Attorney signoff: Christopher Quinn approved as to form Date: 07/15/25 | | | |
| 3. AS Finance reviewed: electronic approval AT/SK Date: 07/15/25 | | | |
| 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 REIMBURSEMENT AGREEMENT IAA AOC2501
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
WHATCOM COUNTY SUPERIOR COURT**

1. PARTIES TO THE AGREEMENT

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 for expenses related to Water Rights Adjudication. AOC and Court may be referred to individually as a "Party" and collectively as the "Parties".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Whatcom County Superior Court with costs related to water right adjudication.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

Whatcom County Superior Court must use funding to prepare for and adjudicate claims regarding surface and groundwater rights for the Water Resources Inventory Area 1 (Nooksack). Use of funds for water adjudication include but are not limited to:

- Personnel salaries & benefits for staff designated for water adjudication and appointed by the Superior Court and the Clerk's office
- court clerk(s),
- court commissioner,
- court referee,
- and other support staff,
- equipment – including computers,, IT maintenance and program subscriptions that support the program,
- facilities expenses and maintenance related to water adjudication

Whatcom County Superior Court shall submit a fiscal year-end report to AOC that includes:

- 1) title of the water adjudication positions that are hired, with corresponding hiring date, and job descriptions.
- 2) general description of water adjudication-related activities that the designated positions have accomplished.
- 3) general description of any staff equipment and facilities costs. The reporting schedule is July 15, 2026, for FY 2026 and July 15, 2027, for FY 2027.

4. REIMBURSEMENT

- A. AOC shall reimburse the Court up to a maximum of Eight hundred sixty thousand six hundred dollars \$860,600.00 for Water Rights Adjudication incurred during the period of July 1, 2025, to June 30, 2026.
- B. AOC shall reimburse the Court up to a maximum of eight hundred sixty thousand six hundred dollars (\$860,600.00) for Water Rights Adjudication incurred during the period of July 1, 2026, to June 30, 2027.
- C. 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.

5. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2025**, regardless of the date of execution, and ends on **June 30, 2027**.

6. COMPENSATION

- A. AOC will reimburse the Court up to a maximum of one million seven hundred twenty-one thousand two hundred (\$1,721,200.00) for payments made by the Court during the period listed above.
- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly
- 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.

7. 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.

8. 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:

| | Court Program Manager |
|--|---|
| Shannon Hinchcliffe PO Box 41170 Olympia, WA 98504-1170 360-704-4123 Shannon.hinchcliffe@courts.wa.gov | Stephanie Kraft 311 Grand Ave. Suite 501 Bellingham, WA 98225-4048 360-778-5496 SKraft@co.whatcom.wa.us |

9. RECORDS, DOCUMENTS, AND REPORTS

- A. Records Retention. The Agency 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.

10. 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.

11. 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.

12. 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.
- 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 Agency 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 Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. 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 Agency a minimum of seven (7) calendar days before the suspension date. Agency 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.

AGREED:

Administrative Office of the Courts

Whatcom County Superior Court

Signature

Date

Signature

Date

Christopher Stanley

Name

Satpal Singh Sidhu

Name

Chief Financial and Management Officer

Title

County Executive

Title