

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202108042

Originating Department:	Whatcom Superior Administration
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Uniform Guardianship Appointment (UGA)
Contract or Grant Administrator:	David Reynolds
Contractor's / Agency Name:	Whatcom County is entering into an Agreement with Washington State Administrative Office of 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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>IAA22078</u> CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): <u>New Grant Agreement</u>	
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: <u>3140</u>	
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 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>153,110</u> This Amendment Amount: \$ <u>0</u> Total Amended Amount: \$ <u>153,110</u>	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: 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:	
In partnering with individual local courts on providing Uniform Guardianship Appointment services (UGA), Washington State AOC will reimburse Whatcom County Superior Court up to \$153,110 for UGA services incurred between July 1, 2021 to June 30, 2022. Such services include "attorney appointment for parent" under RCW 11.130.200(5) and "court visitor" appointments under RCW 11.130.195 (4). A total increase of \$135,110 from the prior agreement.	
Term of Contract: 1 year	Expiration Date: June 30, 2022

Contract Routing:	1. Prepared by: <u>Stephanie Lewis</u>	Date: <u>8/4/2021</u>
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>8-23-21</u>
	7. Council approved (if necessary): <u>✓ AB2021-493</u>	Date: <u>9-14-21</u>
	8. Executive signed: <u>✓</u>	Date: <u>9-15-21</u>
	9. Original to Council: <u>✓</u>	Date: <u>10-6-21</u>

INTERAGENCY AGREEMENT IAA22078
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
WHATCOM COUNTY SUPERIOR COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Whatcom County Superior Court, for the purpose of reimbursing the Whatcom County Superior Court (Court) for attorney appointments under RCW 11.130.200(5) and court visitor appointments under RCW 11.130.195(4).

1. DEFINITIONS

For purposes of this contract, the following definitions apply:

- a) "Attorney appointed for a parent" means an attorney appointed under RCW 11.130.200(5).
- b) "Court visitor" means a person appointed under RCW 11.130.195(4).
- c) "UGA appointment services" means attorneys appointed for a parent under RCW 11.130.200(5) and court visitors as appointed under RCW 11.130.195(4).

2. PURPOSE

The purpose of this Agreement is to partner with individual local courts in providing UGA appointment services.

3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a) The Court will ensure that the funding under this contract is used only for reimbursement of costs paid to attorneys appointed for a parent or court visitors. Other costs are not eligible for reimbursement, including but not limited to: judicial officer time, administrative costs (overhead or indirect), court staff time, etc. No prepayment will be made under this Agreement.
- b) The Court agrees to provide a bimonthly report on UGA appointment services cost and usage data. At a minimum, this reporting will include:
 - 1) Case numbers.
 - 2) Purpose of appointment (attorney appointed for a parent or a court visitor), including to whom counsel was provided; and
 - 3) Amount billed per party.
- c) In addition, the Court agrees to report any expected surplus for revenue sharing to AOC by July 26, 2022, and to provide any request for revenue sharing by July 26, 2022 for prioritization by the SCJA.
- d) The Court may elect to pay for UGA appointment services that are not in accordance with the provisions of this agreement; however, such payments will not be reimbursed.

4. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2021**, regardless of the date of execution, and ends on **June 30, 2022**.

5. COMPENSATION

- a) The Court may be reimbursed a maximum of **\$153,110** for UGA appointment services costs incurred during the period of July 1, 2021 to June 30, 2022. No reimbursement will be made under this Agreement for UGA appointment services incurred after June 30, 2022, and any reimbursement beyond this amount will be denied.
- b) If this agreement is terminated, the Court will only receive payment 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 its A-19 invoices monthly or bimonthly to: ReimbursementProgram@courts.wa.gov. Forms A-19 submitted under this agreement must include:
 - 1) Billing reports from attorneys and visitors whose costs are being reimbursed, including hours billed and services provided; and
 - 2) Payment documents from the Court indicating case number; amount paid, and payee.
- d) Data required in 3b above must be submitted electronically to the AOC in conjunction with the bimonthly invoice.
- e) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- f) The Court must maintain sufficient backup documentation of expenses under this Agreement.
- g) The AOC, upon consultation with the SCJA and after May 1, 2022, may initiate revenue sharing and reallocate funding among courts as prioritized by the SCJA. If such adjustments are made, Court will be notified by letter and e-mail from AOC, and such a letter will be attached to this agreement as Addendum A.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 are liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. 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.

15. 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.

16. 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.

17. 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.

WHATCOM COUNTY
Superior Court Administration
Superior-Juvenile/County Clerk
311 Grand Avenue
Bellingham, Washington 98225
(360) 778-5508 (Juvenile)



David L. Reynolds
Director

RECEIVED

AUG 23 2021

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: Satpal Singh Sidhu, County Executive

FROM: David L. Reynolds, Director

RE: Agreement with AOC for Representation in Uniform Guardianship Act

DATE: August 2, 2021

Enclosed are two (2) originals of an Agreement between the Washington State Administrative Office of the Courts and Whatcom County Superior Court for your review and signature.

▪ **Background and Purpose**

The purpose of this agreement is to provide reimbursement to Whatcom County for representation of youth and parents in Minor Guardianships under the Uniform Guardianship Act which came into effect January 1, 2021.

▪ **Funding Amount and Source**

Funding is provided as reimbursement for services rendered between July 1, 2021 and June 30th 2022 and limited to \$153,110 per state fiscal year.

▪ **Differences from Previous Contract**

The previous agreement was limited to \$18,000 from January 1, 2021 to June 30th, 2021.

Please contact David Reynolds, at extension 5565, if you have any questions or concerns regarding the terms of this agreement. Upon signature of the, please return both copies to David Reynolds for final execution.

Encl.