

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 8/08/2022	<b>PREPARED BY:</b> Tiffany Runge, Superior Court
<b>Meeting Date Requested:</b> 08/16/2022	<b>PRESENTED BY:</b> Tiffany Runge, Superior Court
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board <div style="text-align: right; margin-right: 50px;">Time needed:</div>	
<b>SUBJECT:</b> UGA Appointment Services Reimbursement Agreement #IAA23881 between the Administrative Office of the Courts and Franklin County	
<b>FISCAL IMPACT:</b> Revenue in an amount up to \$18,330.00 for the period of July 1, 2022 to June 30, 2023.	
<b>BACKGROUND:</b> The 2019 Washington State Legislature passed 2SSB 5604, which implemented the Uniform Guardianship Act (UGA). Significant new county expenses for implementation of the UGA will be incurred by requiring the court to appoint attorneys and court visitors. The Administrative Office of the Courts is again offering funding for reimbursement, which has been expanded to cover Uniform Guardianship, Conservatorship and Other Protective Arrangements Act. The Superior Court is requesting Franklin County to authorize entering into the 2022-2023 Interagency Agreement with the State Office of Court Administration for reimbursement of qualified costs for UGA appointment services consistent with the attached agreement.	
<b>RECOMMENDATION:</b> Approve Resolution No. _____ and sign Interagency Agreement #IAA23881 between the Administrative Office of the Courts and Franklin County for reimbursement of UGA appointment services.	
<b>COORDINATION:</b> Tiffany Runge, Superior Court Administrator, reviewed the agreement for content.  Jennifer Johnson, Chief Civil Deputy Prosecuting Attorney reviewed the agreement and approved as to form.	
<b>ATTACHMENTS: (Documents you are submitting to the Board)</b> 1. (1) original Resolution 2. (1) original Interagency Reimbursement Agreement	
<b>HANDLING / ROUTING:</b> Tiffany Runge will forward a scanned copy of the executed Agreement to the Administrative Office of the Courts for their signature. The Administrative Office of the Courts will return a digital executed Agreement to Tiffany via email.	

*I certify the above information is accurate and complete.*



Tiffany Runge, Superior Court Administrator

## FRANKLIN COUNTY RESOLUTION

**BEFORE THE BOARD OF THE COMMISSIONERS OF FRANKLIN COUNTY,  
WASHINGTON;**

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF  
FRANKLIN COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT  
#IAA23881 BETWEEN THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE  
OF THE COURTS AND FRANKLIN COUNTY**

**WHEREAS**, the Superior Court received notification on August 8, 2022 of available reimbursement funding for attorney and court visitor appointment services under the Uniform Guardianship, Conservatorship and Other Protectives Arrangement Act (UGA) as defined by RCW 11.130, for the term commencing July 1, 2022 and terminating on June 30, 2023 for a maximum reimbursement of \$18,330; and

**WHEREAS**, Tiffany Runge, Superior Court Administrator, finds it is in the best interest of the Superior Court that the Agreement between State of Washington Administrative Office of the Courts and Franklin County be approved as presented for a term commencing July 1, 2022 and terminating on June 30, 2023 for a maximum reimbursement amount of \$18,330; **NOW, THEREFORE**,

**BE IT RESOLVED** that the Board of Franklin County Commissioners hereby accepts the proposed Uniform Guardianship, Conservatorship and Other Protectives Arrangement Act (UGA) appointment services reimbursement agreement for the term commencing July 1, 2022 and terminating on June 30, 2023 with a maximum reimbursement amount of \$18,330; and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign Interagency Agreement #IAA23881 between the State of Washington Administrative Offices of the Courts and Franklin County on behalf of Franklin County.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Clint Didier, Chairman of the Board

\_\_\_\_\_  
Rocky Mullen, Chairman Pro Tem

\_\_\_\_\_  
Brad Peck, Board Member

Constituting the Board of County  
Commissioners, Franklin County,  
Washington.

ATTEST:

\_\_\_\_\_  
Clerk of the Board

**Prepared by: T. Runge**

**INTERAGENCY AGREEMENT**  
**IAA23881**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**Franklin County Superior Court**  
**REGARDING THE UNIFORM GUARDIANSHIP, CONSERVATORSHIP AND OTHER**  
**PROTECTIVE ARRANGEMENTS ACT**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Franklin County Superior Court

IT IS THE PURPOSE OF THIS AGREEMENT for the AOC to provide reimbursements to the (Court) related to attorney appointments and court visitor appointments under the Uniform Guardianship, Conservatorship and Other Protective Arrangement Act (UGA) as defined by RCW 11.130.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DEFINITION**

- a) "UGA appointment services" means attorney appointments and court visitor appointments pursuant to RCW 11.130.

**2. 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 minor, parent or an adult, or court visitor appointments for a minor or an adult. 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 completed checklist in a format provided by AOC with each reimbursement request. The Court agrees to provide supporting documentation as required by AOC
- c) In addition, the Court agrees to report any expected surplus for revenue sharing to AOC by May 1, 2023, and to provide any request for revenue sharing by May 1, 2023 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.

### 3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**.

### 4. COMPENSATION

- a) The Court may be reimbursed a maximum of **\$18,330** for UGA appointment services costs incurred during the period of July 1, 2022 to June 30, 2023. No reimbursement will be made under this Agreement for UGA appointment services incurred after June 30, 2023, 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:  
[payables@courts.wa.gov](mailto:payables@courts.wa.gov). Forms A-19 submitted under this agreement must include:
  - 1) Billing reports from attorneys and court visitors whose costs are being reimbursed, including service dates with hours billed and services provided; and
  - 2) Payment documents from the Court indicating case number; amount and date of payment, and payee.
- d) Data required in 3c above must be submitted electronically to the AOC in conjunction with the 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 checklist with supporting documentation.
- 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.

### 5. 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.

### 6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

### **13. 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.

### **14. 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.

### **15. 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.

### **16. 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.

## 17. 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:

AOC Program Manager	Court Program Manager
<b>Kay King</b> Project Manager PO Box 41170 1112 Quince St SE Olympia, WA 98504-1170 Kay.King@courts.wa.gov (360) 705-5302	<b>Tiffany Runge</b> Court Administrator 7122 W Okanogan Pl, Bldg A Kennewick, WA 99336-2359 tiffany.runge@co.benton.wa.us (509) 736-3071 Ext. 3318

## 18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties and supersedes all prior agreements, contracts, or representations between the parties with respect to the reimbursement of Uniform Guardianship Act expenses, including but not limited to the Original Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

**AGREED:**

## Administrative Office of the Courts

## Franklin County

*Signature*

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*Date*

*Signature*

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*Date*

## Christopher Stanley

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*Name*

Name \_\_\_\_\_

**Director, MSD**

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*Title*

Title

Approved as to form:

PROSECUTING ATTORNEYS OFFICE

## UGA Reimbursement Submission Checklist FY 2023

**Reimbursements can only be approved for services performed during this contract period of July 1, 2022 - June 30, 2023**

**In order to process the reimbursement request, the following information is required:**

### A-19s – must include:

- ☐ **Contract #** (anywhere on the A-19) IAA23881
- ☐ **Dates of Services** – Month/year (from the invoice) when services were provided. Please verify the dates of service are within this contract period.
- ☐ **Case Number**
- ☐ **Type of Case and Service\*** - see case type and service information below
- ☐ **Name of Service Provider** – billing attorney or court visitor's name
- ☐ **Quantity** – Number of hours (or flat fee)
- ☐ **Unit Price** - Amount paid per hour (or flat fee)
- ☐ **Reimbursement Request Total Amount** – The total should correspond to the invoice total. If payment was less than the invoice total, provide the explanation on the invoice.
- ☐ **Signature** - A-19 must be signed by the PJ or court administrator.

**Tips:** Please see sample A-19. Multiple invoices can be included on one A-19. You can use multiple pages of an A-19. One A-19 per PDF reimbursement request.

### Required Documentation - Attachments to the A-19:

- ☐ **Billing invoices** - must include the service dates
- ☐ **Proof of payment from court** – with required information:
  - ☐ Amount paid
  - ☐ Payment date
  - ☐ Payee name

**Please note:** Mileage reimbursement **is not** covered under this appropriation. Interpreter services that are required in the courtroom are covered.

### \*Types of Case and Service must be indicated with each case number on the A-19:

Minor Guardianship:

- ☐ Attorney for Minor, or
- ☐ Court Visitor, or
- ☐ Attorney for Parent

Adult Guardianship:

- ☐ Attorney, or
- ☐ Court Visitor