

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 8/17/2023	<b>PREPARED BY:</b> Tiffany Runge, Superior Court
<b>Meeting Date Requested:</b> 08/30/2023	<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 <span style="margin-left: 400px;">Time needed:</span>	
<b>SUBJECT:</b> UGA Appointment Services Reimbursement Agreement #IAA24249 between the Administrative Office of the Courts and Franklin County	
<b>FISCAL IMPACT:</b> Revenue in an amount up to \$27,289.00 for the period of July 1, 2023 to June 30, 2024.	
<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 has been providing reimbursement to costs for the appointment services under the UGA. The AOC expanded the reimbursement parameters to include Conservatorship appointment costs. The Administrative Office of the Courts is again offering funding for reimbursement under Uniform Guardianship, Conservatorship and Other Protective Arrangements Act. The Superior Court is requesting Franklin County to authorize entering into the 2023-2024 Interagency Agreement, IAA24249 with the Washington State Administrative Office of the Courts for reimbursement of qualified costs for UGA appointment services consistent with the attached agreement.	
<b>RECOMMENDATION:</b> Approve Resolution No. _____ and sign Interagency Agreement #IAA24249 between the Administrative Office of the Courts and Franklin County Superior Court for reimbursement of UGA appointment services.	
<b>COORDINATION:</b> Tiffany Runge, Superior Court Administrator, reviewed the agreement for content. Jeffrey L. Briggs, 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

**INTERAGENCY AGREEMENT IAA24249  
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 Washington State Administrative Office of the Courts (AOC) and Franklin County Superior Court . The AOC and the Court are each individually “a Party” and collectively, “the Parties.”

**I. PURPOSE**

The purpose of this Agreement is to authorize the AOC to reimburse the Court for those costs associated with attorney appointments and court visitor appointments made pursuant to the Uniform Guardianship, Conservatorship and Other Protective Arrangement Act (“UGA”), Chapter 11.130 RCW.

**II. DEFINITION**

A. “UGA appointment services” means attorney appointments and court visitor appointments made pursuant to Chapter 11.130 RCW where the appointment is at public expense pursuant to Chapter 11.130 RCW.

**III. DESCRIPTION OF SERVICES TO BE PROVIDED/RESTRICTIONS ON SERVICES**

A. The Court will ensure that the funding under this Agreement is used only for reimbursement of costs paid to attorneys appointed for a minor, parent or an adult, or for court visitor appointments for a minor or an adult pursuant to Chapter 11.130 RCW. The AOC will not reimburse the Court for any other services, including but not limited to: guardians ad litem, judicial officer time, administrative costs (overhead or indirect), court staff time, etc. The AOC will not pay in advance for services provided under this Agreement.

B. The Court will provide a completed checklist in a format provided by the AOC with each reimbursement request. The Court additionally agrees to provide supporting documentation with the reimbursement request as required by AOC.

C. The Court may elect to pay for UGA appointment services that are not in accordance with the provisions of this Agreement; however, the AOC will not reimburse the Court for such payments.

**IV. PERIOD OF PERFORMANCE**

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2024**.

**V. COMPENSATION**

A. The AOC may reimburse the Court up to a maximum of \$27,289.00 for

UGA appointment services costs incurred during the period of performance. The AOC will not reimburse the Court for UGA appointment services provided after June 30, 2024; accordingly, any reimbursement claim submitted for UGA appointment services provided after June 30, 2024 will be denied.

B. If this Agreement is terminated, the AOC will only reimburse the Court 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 an A-19 Invoice Voucher (“Invoice”) monthly or bimonthly to: [payables@courts.wa.gov](mailto:payables@courts.wa.gov). Invoices 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. The Court must electronically submit the data and other information required in Section C(2) above to the AOC in conjunction with the Invoice.

E. The AOC will pay the Court for approved and completed work via warrant or account transfer within 30 days of receipt of a properly completed Invoice, the completed checklist, and the required supporting documentation.

F. The Court must maintain sufficient backup documentation of expenses under this Agreement.

## **VI. REVENUE SHARING**

A. The Court must report to the AOC any expected surplus for revenue sharing by May 1, 2024, and request revenue sharing by May 1, 2024 for prioritization by the SCJA. The AOC may initiate the revenue sharing process if monies are available.

B. The AOC will notify the Court no later than May 15, 2024 that the AOC intends to redistribute funding among the courts participating in the program, in line with priorities established by the SCJA. If the AOC determines the Court is unlikely to spend all monies available under the Agreement, then the AOC may reduce the Agreement amount. The AOC may increase the total value of the Agreement if additional funds are available and the Court’s request for additional funds falls within the scope of the program.

C. If the Court participates in the revenue sharing process, then the Court must submit the final revenue sharing Invoice to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) between July 12, 2024 and August 1, 2024. The revenue sharing process must be completed by August 9, 2024.

## **VII. 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.

## **VIII. 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.

#### **IX. 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.

#### **X. 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.

#### **XI. 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.

#### **XII. 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.

#### **XIII. 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.

#### **XIV. TERMINATION**

##### **A. Termination for Convenience**

Except as otherwise provided in this Agreement, either Party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

##### **B. 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 fifteen (15) business days. If failure or violation is not corrected, then this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **XV. 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.

#### **XVI. 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.

#### **XVII. 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.

#### **XVIII. 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.

#### **XIX. AGREEMENT MANAGEMENT**

The individuals noted below are responsible for and will serve as the point of contact for all communications regarding the performance of this Agreement:

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

#### **XX. 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*                                    *Date*

\_\_\_\_\_  
*Signature*                                    *Date*

**Christopher Stanley**  
\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

**Chief Financial and Management  
Officer**  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

**FRANKLIN COUNTY RESOLUTION**

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

**IN THE MATTER OF AUTHORIZING THE SUPERIOR COURT TO SIGN THE  
INTERAGENCY AGREEMENT #IAA24249 BETWEEN WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE COURTS AND FRANKLIN COUNTY  
SUPERIOR COURT**

**WHEREAS**, the Superior Court received notification on August 1, 2023 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, 2023 and terminating on June 30, 2024 for a maximum reimbursement of \$27,289.00; 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, 2023 and terminating on June 30, 2024 for a maximum reimbursement amount of \$27,289.00; **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, 2023 and terminating on June 30, 2024 with a maximum reimbursement amount of \$27,289.00; and

**BE IT FURTHER RESOLVED**, that the Board of Franklin County Commissioners approves the attached Interagency Agreement #IAA24249 between the State of Washington Administrative Offices of the Courts and Franklin County Superior Court and authorizes the Superior Court Judge to sign.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County Commissioners  
of Franklin County, Washington

**Prepared by: T. Runge**