

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202109014-1

Originating Department:	Washington Administrative Office of the Courts
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	David Reynolds
Contractor's / Agency Name:	Whatcom County
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>202109014</u>	
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: <u>3153</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>1,790,621</u> This Amendment Amount: \$ <u>787,751</u> Total Amended Amount: \$ <u>2,578,372</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: _____	
The purpose of the amendment is to increase the amount of funds available to reimburse Legal Financial Obligations to defendants whose convictions or sentences in Superior and District Court are affected by the Blake decision.	
Term of Contract: <u>07-01-2021</u>	Expiration Date: <u>06-30-2023</u>

Contract Routing:	1. Prepared by: <u>DReynolds</u>	Date: <u>7-26-22</u>
	2. Attorney signoff: <u>KFrakes</u>	Date: <u>7-27-22</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>7-27-22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>✓ AB2022-436</u>	Date: <u>8-9-22</u>
	8. Executive signed: <u>✓</u>	Date: <u>9-8-22</u>
	9. Original to Council: <u>✓</u>	Date: <u>10-13-22</u>



**INTERAGENCY REIMBURSEMENT AGREEMENT AMENDMENT 1
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Whatcom County**

THIS REIMBURSEMENT Amendment is entered into by and between the Administrative Office of the Courts (AOC) and Whatcom County (County), for the purpose of reimbursing for extraordinary costs that arise from the County’s role in operating the state’s criminal justice system including resentencing, vacating prior convictions for simple drug possession, making refunds and certifying refunds of legal financial obligations (LFOs) and collection costs under the *Blake* decision.

PURPOSE

The purpose of this Amendment is to bring the existing Interagency Reimbursement Agreement in line with the amended budget provisos in ESSB 5693; to continue to make reimbursements of costs and LFO payments; and, when appropriate, to change the amount available for reimbursements, all with the objective of assisting Counties that have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision. The amount available for reimbursement is set forth below.

Additionally, Subsection b) of section 4. **TERMS OF REIMBURSEMENT** is amended to read as follows:

b) By May 1, 2023, the County agrees to report any allocated funds under either Sections 1A. or 1B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate to other counties funds that are reported to be unable to be spent.

Finally, the Project Manager for AOC is updated.

THE AMENDMENTS

1. The Reimbursement and Period of Performance are amended to read as follows:

REIMBURSEMENT

A. Extraordinary Expenses Reimbursement. AOC shall reimburse the County AOC shall reimburse the County up to a maximum of \$994,400 for extraordinary judicial, clerk, and prosecution-related costs of that arise from the County’s role in operating the state’s criminal justice system for the resentencing, vacating prior convictions for simple drug possession and certifying refund of legal financial obligations and collections costs of defendants whose convictions or sentences are affected by the *State v. Blake*

decision incurred during the period of February 25, 2021 to June 30, 2023. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 1A will be denied unless AOC has reallocated amounts as provided in Section 4(b) of this Agreement. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.

- B. LFO Reimbursement. AOC will reimburse the County up to a maximum of \$1,583,972 for payments made by the County during the period February 25, 2021 to June 30, 2023 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations previously paid by the defendant. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 2B will be denied unless the amount is revised after reallocation by AOC as provided in Section 4(b). If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties. Nothing in this Agreement requires the County to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.
- C. General. AOC shall provide reimbursement to the County 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.
- D. The maximum combined reimbursement under this contract is the sum of the amounts specified in Subsection 1A and 1B, and subject to modification as set forth herein.

PERIOD OF PERFORMANCE

Performance under this Amendment begins **July 1, 2021**, regardless of the date of execution, and ends on **June 30, 2023**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes. The parties recognize and anticipate that in 2023 a centralized LFO Refund Bureau will be established to make direct reimbursements of LFO to persons entitled to refunds.

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
<p>Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 360-704-4062 Sharon.Swanson@courts.wa.gov</p>	<p>Name Dave Reynolds Title County Clerk Address 1 311 Grand Ave, Ste 301 Address 2 Bellingham, WA 98225 Phone 360-778-5560 Email dreynold@co.whatcom.wa.us</p>

ENTIRE AGREEMENT

All other provisions of the existing Interagency Reimbursement Agreement between the County and AOC that is not modified by this amendment remains in effect. This Amendment together with the Reimbursement Agreement constitutes the entire agreement of the parties.

AGREED:

Administrative Office of the Courts

Whatcom County

DocuSigned by:

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 Signature _____ Date 10/3/2022


 Signature _____ Date 9/8/22

Christopher Stanley
Name _____

Satpal Sidhu
Name _____

Chief Financial and Management Officer
Title _____

County Executive
Title _____

**Whatcom County
Superior Court Administration
Superior-Juvenile/ County Clerk**
311 Grand Avenue
Bellingham, Washington 98225
(360) 778-5560 (Superior/ Clerk)
(360) 778-5490 (Juvenile)



David Reynolds
Director

July 27, 2022

TO: Satpal Sidhu, Whatcom County Executive

FROM: David Reynolds, Director of Superior Court Administration

RE: Blake Funds Contract Amendment

Please find attached an amendment to Whatcom County Contract number 202109014 between Whatcom County and the Washington State Administrative Office of the Courts (AOC)

Background and Purpose

Whatcom County Superior Court has been vacating and processing refunds to defendants relating the State V. Blake decision handed down by the Supreme Court. This amendment provides additional funding to support these efforts.

Funding and Source

The funding provided by the State reimburses Whatcom County for vacating and processing legal financial obligations.

Difference From Last Contract

The amount of the contract is increasing by an additional, \$ 787,751. All other terms and conditions of the contract remain in full force and effect.