

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

**202307012**

Originating Department:	Whatcom County Superior Court
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Superior Court
Contract or Grant Administrator:	David Reynolds
Contractor's / Agency Name:	Administrative Office of the Courts (AOC)
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): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" 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>various</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 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): \$ <u>Maximum Reimbursement of \$837,967</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>Maximum Reimbursement of \$837,967</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 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 Administrative Office of the Courts will reimburse Whatcom County for the extraordinary judicial, prosecutorial and/or defense related costs of resentencing and vacating convictions for those individuals affected by the Blake Decision.	
Term of Contract: 1 Year	Expiration Date: 6/30/2024

Contract Routing:	1. Prepared by: <u>Stephanie Kraft</u>	Date: <u>7/5/23</u>
	2. Attorney signoff: <u>Approved by email/KF/SK</u>	Date: <u>7/5/23</u>
	3. AS Finance reviewed: <u>Approved by email/AT/SK</u>	Date: <u>7/10/23</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <input checked="" type="checkbox"/>	Date: <u>8/2/23</u>
	6. Executive contract review: <input checked="" type="checkbox"/>	Date: <u>7/12/23</u>
	7. Council approved, if necessary: <u>AB2023-404</u>	Date: <u>7/25/23</u>
	8. Executive signed: <input checked="" type="checkbox"/>	Date: <u>7/27/23</u>
	9. Original to Council: <input checked="" type="checkbox"/>	Date: <u>8/18/23</u>

WHATCOM COUNTY  
Superior Court Administration  
Superior-Juvenile/County Clerk  
311 Grand Avenue  
Bellingham, Washington 98225  
(360) 778-5565



David L. Reynolds  
Director

RECEIVED

JUL 12 2023

WHATCOM COUNTY  
EXECUTIVE'S OFFICE

## MEMORANDUM

**TO:** Satpal Sidhu, County Executive

**FROM:** David L. Reynolds, Director

**RE:** Blake Decision Reimbursement for July 1, 2023-June 30, 2024  
with the Administrative Office of the Courts

**DATE:** July 5, 2023

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Enclosed are two (2) originals of County Program Agreement for consolidated services between State of Washington Department of Children, Youth and Families and Whatcom County for your review and signature.

▪ **Background and Purpose**

Whatcom County Superior Court has been resentencing and vacating convictions pursuant to the State V. Blake decision handed down by the Supreme Court. This contract provides funding to support these efforts.

▪ **Funding Amount and Source**

The Administrative Office of the Courts will reimburse Whatcom County Superior Court up to a maximum of \$837,967 for the extraordinary judicial, prosecutorial and/or defense related costs of resentencing and vacating.

▪ **Differences from Previous Contract**

The contract amount is \$156,433 less than the previous years contract reimbursement for court costs. It does not provide reimbursement for processing Legal Financial Obligations.

Please contact **Dave Reynolds** at extension **5565**, if you have any questions or concerns regarding the terms of this agreement,

Encl.

 ORIGINALWHATCOM COUNTY  
CONTRACT NO.  
202307012

**INTERAGENCY REIMBURSEMENT AGREEMENT IAA24038**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
Whatcom County

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and Whatcom County ("Jurisdiction") to reimburse Whatcom County for the extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* ("Blake").

### **I. PURPOSE**

The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For municipalities, this will include language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

### **II. REIMBURSEMENT**

Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$ 837,967 for the extraordinary judicial, prosecutorial, and/or defense-related costs (collectively, "Costs") of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. Municipalities should be advised, the Washington Legislature passed Engrossed Substitute Senate Bill 5187, Section 114(13), which requires vacating of cannabis and possession of paraphernalia.

A. To be eligible for reimbursement, the Costs must be incurred between July 1, 2023 and June 30, 2024. AOC will not reimburse Jurisdiction for Costs incurred after June 30, 2024. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

### **III. PERIOD OF PERFORMANCE**

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2024**. The period of performance may be amended by mutual agreement of the Parties.

#### IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, its A-19 invoices to [Payables@courts.wa.gov](mailto:Payables@courts.wa.gov).

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;
2. A list of any case numbers associated with the services provided;
3. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
4. Any employee positions supported by Blake related funds, broken down by judicial, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;
5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and
6. Data, including case numbers and aggregate data on the number and type of cases:
  - a. Vacated under *Blake*;
  - b. Resentenced under *Blake*; and
  - c. Being worked on under *Blake*.

#### V. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by 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.

#### VI. GOVERNANCE

A. 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.

B. 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:

1. Applicable state and federal statutes and rules;
2. This Agreement; and then
3. Any other provisions of the Agreement, including materials incorporated by reference.

**VII. 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.

**VIII. 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 that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

**IX. AGREEMENT MANAGEMENT**

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

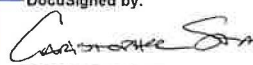
<b>AOC Program Manager</b>	<b>Jurisdiction Program Manager/Point of Contact</b>
<p><b>Sharon Swanson</b>                      Blake Implementation Manager                      PO Box 41170                      Olympia, WA 98504-1170  <a href="mailto:Sharon.Swanson@courts.wa.gov">Sharon.Swanson@courts.wa.gov</a>                      (360) 890-2549</p>	<p>David Reynolds                      Director of Superior Court Administration   <a href="mailto:dreynold@co.whatcom.wa.us">dreynold@co.whatcom.wa.us</a></p>

**X. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the Parties. 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**

DocuSigned by:  
  
8/2/2023 | 2:42 PM PDT  
B760CAAF#FE6410...  
Signature Date

  
7/27/23  
Signature Date

Christopher Stanley  
Name

Satpal Singh Sidhu  
Name  
County Executive

Chief Financial and Management Officer  
Title

Title