

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202109014

Originating Department:	Superior Court
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	Dave Reynolds, Director
Contractor's / Agency Name:	Administrative Office of the Courts

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No

Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded?
Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract
Yes No If yes, RFP and Bid number(s): _____ Cost Center: various

Is this agreement excluded from E-Verify? No Yes 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.

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>\$1,790,621</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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.
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The Administrative Office of the Courts will reimburse Whatcom County for extraordinary costs of re-sentencing and vacating sentences under Blake and for the cost of refunding legal financial obligations (LFOs) under the Blake decision.

Term of Contract: 1 year	Expiration Date: June 30, 2022
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Contract Routing:	1. Prepared by: <u>M Caldwell</u>	Date: <u>9/15/21</u>
	2. Attorney signoff: <u>Karen Frakes per email</u>	Date: <u>09/15/2021</u>
	3. AS Finance reviewed: <u>BBennett</u>	Date: <u>09/22/21</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>AB2021-545</u> ✓	Date: <u>9-28-21</u>
	8. Executive signed: _____ ✓	Date: <u>11-4-21</u>
	9. Original to Council: _____ ✓	Date: <u>11-23-21</u>

INTERAGENCY REIMBURSEMENT AGREEMENT IAA22193
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, for the purpose of reimbursing Whatcom County (County) for extraordinary costs of resentencing and vacating sentences under *Blake* and for the cost of refunding legal financial obligations (LFOs) under the *Blake* decision.

1. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Counties with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision and to provide reimbursements to assist Counties who 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.

2. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse the County up to a maximum of **\$994,400** for extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences 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, 2022. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2022, and any reimbursement requests in excess of this amount will be denied. 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 **\$796,221** for payments made by the County during the period February 25, 2021 to June 30, 2022 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2022, and any reimbursement requests in excess of this amount stated in this Section 2 (b) will be denied. 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.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2021**, regardless of the date of execution, and ends on **June 30, 2022**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes.

4. TERMS OF REIMBURSEMENT

- a) The County shall request reimbursement as follows:
1. The County will submit its A-19 invoices monthly to countyreimbursements@courts.wa.gov. A-19 invoices submitted under this agreement must include:
 - a. Payment documents from the County indicating the amounts expended, the recipients, and the date of expenditure.
 - b. Sufficient information to allow AOC to determine that the costs reimbursed are extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake*.
 - c. Proper coding for expenses under both 2.A. and B. For Whatcom County, expenses under 2.A. must be coded **40137**, and reimbursement under 2.B. must be coded **40100**.
 2. The County shall provide a monthly report to AOC that must contain at a minimum:
 - a. A list of any case numbers associated with the services provided;
 - b. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
 - c. The amount of LFOs reimbursed, with the case number associated with that amount.
 - d. Any positions supported by these funds, broken down by judicial, prosecutorial, and defense-related positions; and
 - e. Data, including case numbers and aggregate data on the number and type of cases:

- i. Vacated under *Blake*;
 - ii. Resentenced under *Blake*; and
 - iii. Being worked on under *Blake*.
- b) By May 1, 2022, the County agrees to report any allocated funds under either 2. A. or B. 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 funds that are reported to be unable to be spent.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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	County Program Manager
<p>Christopher Stanley Chief Financial and Management Officer PO Box 41170 Olympia, WA 98504-1170 christopher.stanley@courts.wa.gov (360) 890-2549</p>	<p>Satpal Sidhu County Executive 311 Grand Ave Ste 108 Bellingham, WA 98225 SSidhu@co.whatcom.wa.us 360-778-5200</p>

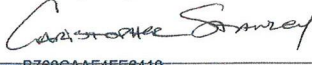
10. ENTIRE AGREEMENT

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

Whatcom County

DocuSigned by:

 11/10/2021
 Signature Date


 11/4/21
 Signature Date

Christopher Stanley
 Name

Satpal Sidhu
 Name

Chief Financial and Management Officer
 Title

County Executive
 Title

Approved as to form:

By: 
 Karen Frakes, Chief Civil Deputy

Date: 9-15-21



MEMORANDUM

TO: Satpal Sidhu, County Executive
Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive

RE: Administrative Office of the Courts – Blake Decision Agreement

DATE: September 17, 2021

Enclosed is the reimbursement agreement between Whatcom County and Administrative Office of the Courts for the purpose of reimbursing Whatcom County for extraordinary costs associated with the *State v. Blake* decision.

▪ **Background and Purpose**

The purpose of this agreement is to provide reimbursements to assist counties with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision and to provide reimbursements to assist Counties who 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.

▪ **Funding Amount and Source**

The County will be reimbursed by the State up to \$1,790,621 for the extraordinary costs associated with the *State v. Blake* decision.

▪ **Differences from Previous Contract**

N/A

Please contact Tyler Schroeder at extension 5207, if you have any questions or concerns regarding the terms of this agreement.

Encl.