

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

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| DATE SUBMITTED: 8/23/2022 | PREPARED BY: Shirley Jones |
| Meeting Date Requested: 8/30/2022 | PRESENTED BY: Keith Johnson |
| ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed: | |
| SUBJECT: Approval of IAA22167, Amendment 1 with WA AOC for Blake Caseload Reimbursements | |
| FISCAL IMPACT: Receipt of Reimbursement Monies from AOC | |
| <p>BACKGROUND: During the 2021 Legislative Session, the Washington State Administrative Office of the Courts was allocated \$72,500,000 by the Legislature to address the after effects of the State v. Blake decision. The Washington State Administrative Office of the Courts has issued a Blake Disbursement Plan which outlines their distribution plan for a one-year allocation of the \$44,500,000, as identified in ESSB 5092 Sec. 115(5), to assist counties with the costs of resentencing and vacating the sentences of defendants affected by the Blake decision.</p> <p>The Commissioners approved this contract on October 19, 2021. The contract was set to expire on June 30, 2022.</p> <p>WA State AOCs' Amendment extends to a new term from July 1, 2021 and ending on June 30, 2023.</p> | |
| RECOMMENDATION: Approval of the Resolution/Contract Amendment 1 | |
| COORDINATION: Christopher Stanley, AOC Jennifer Johnson, Chief Civil Deputy Prosecutor | |
| ATTACHMENTS: (Documents you are submitting to the Board) ASR/Resolution/Contract Amendment 1 | |
| HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Administration Christopher Stanley, AOC Prosecuting Attorney's Office | |

I certify the above information is accurate and complete.



Keith Johnson, County Administrator

FRANKLIN COUNTY RESOLUTION _____

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

***Approval of IAA21167, Amendment 1 with the Washington State Administrative Office of the Courts for the
Blake Caseload Reimbursement***

WHEREAS, during the 2021 Legislative Session, the Washington State Administrative Office of the Courts was allocated \$72,500,000.00 by the Legislature to address the aftereffects of the State v. Blake decision; and

WHEREAS, the Washington State Administrative Office of the Courts has issued a Blake Disbursement Plan which outlines their distribution plan for a one-year allocation of \$44,500,000.00, as identified in ESSB 5092 Sec. 115(5), to assist counties with the costs of resentencing and vacating the sentences of defendants affected by the Blake decision; and

WHEREAS, the Washington State Administrative Office of the Courts provided Contract IAA21167 to Franklin County outlining maximum reimbursement which will be determined by the most current DOC Blake population data; and

WHEREAS, Contract IAA21167 was set to expire June 30, 2022. Amendment 1 was created to extend that term and is in effect beginning July 1, 2022 and ending June 30, 2023; and

WHEREAS, the Board of Commissioners believe it to be in the best interest of Franklin County to approve Contract IAA21167, Amendment 1 with the Washington State Administrative Office of the Courts; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Franklin County Commissioners hereby approve the Washington State Administrative Office of the Courts Contract IAA21167, Amendment 1 to extend the term through June 30, 2023.

BE IT RESOLVED, the Board of Commissioners authorize the Chair to sign the Amendment on their behalf.

DATED this 30th day of August, 2022.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Member

ATTEST:

Clerk of the Board

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

THIS REIMBURSEMENT Amendment is entered into by and between the Administrative Office of the Courts (AOC) and Franklin 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 \$732,300 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 \$759,484 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 |
|---|--|
| Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 360-704-4062 Sharon.Swanson@courts.wa.gov | Keith Johnson County Administrator 1016 N 4th Ave Pasco, WA 99301 509-545-3578 kjohnson@franklincountywa.gov |

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

Franklin County

Signature

Date _____

Signature

Date _____

Christopher Stanley

Name _____

C Didier

Name _____

Title**Title**

Approved as to form

PROSECUTING ATTORNEY OFFICE

INTERAGENCY REIMBURSEMENT AGREEMENT IAA22167
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
FRANKLIN COUNTY

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Franklin County, for the purpose of reimbursing Franklin 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 \$732,300 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 \$381,773 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 Franklin County, expenses under 2.A. must be coded 40111, 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 |
|---|--|
| Christopher Stanley Chief Financial and Management Officer PO Box 41170 Olympia, WA 98504-1170 christopher.stanley@courts.wa.gov (360) 890-2549 | Keith Johnson, County Administrator Franklin County Administrator's Office 1016 North 4th Avenue, Pasco, WA 99301 509-545-3535, kjohnson@co.franklin.wa.us |

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

Franklin County

Signature

Date

Signature 

10-19-2021
Date

Christopher Stanley
Name

Clint Didier
Name

Chief Financial and Management Officer
Title

Franklin County Commissioner
Title