

RESOLUTION NO. 25-2029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM FOR THE PERIOD 2025-2026

WHEREAS, the City of Lake Forest Park Municipal Court seeks to improve access to the Court for limited English proficient, deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43; and

WHEREAS, the Washington State Administrative Office of Courts will provide reimbursement costs to the City of Lake Forest Park for costs related to the use of interpreter services; and

WHEREAS, the City of Lake Forest Park and the Washington State Administrative Office of the Courts have negotiated a new Interagency Agreement to provide for reimbursement costs to the City for interpreter services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Interagency Agreement between the Washington State Administrative Office of the Courts and the Lake Forest Park Municipal Court for the Language Access and Interpreter Reimbursement Program for the period 2025-2026 in substantially the same form as attached hereto as Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 25th day of September 2025.

APPROVED:

Tom French

Tom French (Oct 1, 2025 18:44:13 PDT)

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: September 4, 2025
PASSED BY THE CITY COUNCIL: September 25, 2025
RESOLUTION NO.: 25-2029

EXHIBIT A



WASHINGTON
COURTS

INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AOC2772

AND

LAKE FOREST PARK MUNICIPAL COURT
FOR

LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM (LAIRP)

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Lake Forest Park Municipal Court , referred to as "Court or Agency". The AOC and the Agency may be referred to individually as a "Party" and collectively as the "Parties".

2. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

- a. "Credentialed Interpreter" means an interpreter who is Credentialed by the Administrative Office of the Courts, as defined in RCW 2.43.020 (1) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, et. seq. The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/ The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- b. "Qualified Interpreter" means a non-credentialed interpreter who is qualified on the record by a judicial officer.
- c. "Legal proceeding" means any proceeding in any court, and in any type of hearing before a judicial officer, an administrative law judge, or before an administrative board, commission, agency, or licensing body of the state or any political subdivision, as defined in RCW 2.43.020 (4).

- d. "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

3. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, hard of hearing, and deaf/blind (D/HH/DB) individuals in accordance with RCW Chapters 2.42 and 2.43.

- a. These funds are intended to address each court's following needs:
 - i. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for credentialed, and qualified interpreters, and the implementation of the Court's language access plan; and
 - ii. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court credentialed, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
 - iii. Need for Language Access in General –i.e., translations, customer service, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for LEP and D/HH/DB individuals.

THEREFORE, IT IS MUTUALLY AGREED THAT:

4. STATEMENT OF WORK

The Court shall:

- a. Ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to credentialed and qualified interpreters for Qualifying Events pursuant to **Appendix A**, which is incorporated in this agreement.
- b. Track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- c. Provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- d. Work with the AOC Language Access Team, the Interpreter and Language Access Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- e. Encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter and Language Access Commission and Language Access Team.
- f. Elect to pay for interpreter services, if necessary, that are not in accordance with the provisions of **Appendix A** as set forth; while such payments will not be

reimbursed, Court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.

- g. Have a Language Access Plan (LAP) in place to participate in this program.
 - i. The Court must submit the most recent version of their LAP to the AOC Project Manager by **December 1, 2025**, at LAP@courts.wa.gov.
 - ii. The Court agrees to work with the AOC LAP Coordinator to update and revise the LAP for final approval by the AOC.
 - iii. The Court certifies that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **July 1, 2025**, and end on **June 30, 2026**, unless terminated sooner or extended, as provided herein.

6. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$5,248** for payments made during the period from **July 1, 2025**, through **June 30, 2026**, related to the purpose of this agreement.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices quarterly through the web application on an A19 form to AOC Program Manager. The Data shall be submitted electronically to the AOC as described in Subsection 4.b., above, and in conjunction with the quarterly invoice. The Court shall maintain sufficient backup documentation of expenses under this Agreement observing the following:

- a. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Appendix A**, and incorporated herein.
- b. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Appendix A** until properly completed A19 invoices, corresponding data (See *subsection 4.b.*), and the AOC approved LAP (See *subsection 4.g.*), are received and approved by AOC, pursuant to the following schedule:
 - i. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2025 and September 30, 2025, must be received by the AOC no later than December 31, 2025.
 - ii. Reflecting Qualifying and non-qualifying Events, and any goods or services,

purchased occurring between October 1, 2025 and December 31, 2025, must be received by the AOC no later than February 27, 2026.

- iii. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2026 and March 31, 2026, must be received by the AOC no later than April 30, 2026.
- iv. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2026 and June 30, 2026, must be received by the AOC no later than July 15, 2026.

c. The Court shall submit documents related to reimbursement claims upon request by the AOC, including but not limited to translated materials or invoices for goods and services.

d. The Court shall make reasonable efforts to submit invoices by the due date. Any supplemental invoices submitted after the due date must be reported to the AOC for approval which may be processed at the discretion of the AOC Project Manager.

e. Payment to Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days after each quarterly deadline, provided that the invoice and data report are complete and accurate.

Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction and resubmission.

f. Payment will be considered timely if made by the AOC within thirty (30) calendar dates after each quarterly deadline. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2026 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more funds than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- b. If the AOC initiates revenue sharing, the Court will receive a unilateral amendment to the agreement, replacing the revenue sharing letter sent in previous years, which will include the Court's revised budget. The Revenue Sharing Amendment is deemed final and the Court shall not receive any payment exceeding the revised contract limit.

9. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
<p>Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Interpreterreimbursement@courts.wa.gov (360) 705-5281</p>	<p>Julie Espinoza Court Administrator 17425 Ballinger Way NE Lake Forest Park, WA 98155 jespinoza@cityofflp.gov (206) 368-5440</p>

10. RECORDS, DOCUMENTS, AND REPORTS

- Records Retention. The Agency shall 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 contract. These records shall be 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 contract. The agency will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.
- Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under General Court Rule 31.1. For additional information, please contact the AOC Public Records Officer.

11. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets,

advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, 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 shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and

performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

- n. Right of Inspection. The Agency shall 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 at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. 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 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume

performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.

t. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute 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.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Lake Forest Park Municipal Court
LARP**

Signature

Date

Dawn Marie Rubio

Name

State Court Administrator & Director

Title

Signature

Date

Tom French

Name

Title

APPENDIX A

WASHINGTON STATE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access and Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Washington State Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Goods and Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of WA state AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one WA state AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more WA state AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, an event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:
<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

Courts shall submit documents related to reimbursement claims under goods and services, including original and translated materials for translation services, and applicable invoices for other goods and services, upon request by the AOC.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Translation services
- Telephonic interpreter services for events outside of court proceedings
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Staff training on language access, interpreting, or bilingual skills improvement
- Interpreter scheduling software fees
- Printed signage for language assistance purposes

Items or services not listed above must be pre-approved (via email) by Language Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) Spoken Language Interpreters

AOC will reimburse the Court for 50% of the cost of AOC credentialed, or otherwise court-qualified interpreters providing services under this Agreement.

b) Sign Language Interpreters

AOC will reimburse the Court for 50% of the cost of certified interpreters providing services under this Agreement.

c) Staff Interpreters (Salaried Staff)

AOC will reimburse the Court for 50% of the cost of AOC credentialed staff interpreters.

d) Contracted Interpreters

The cost of credentialed or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

e) Remote Interpreting

AOC will reimburse the Court for 50% of the cost of using credentialed or

otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

f) Cancellation Fees

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

g) Goods and Services

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

Resolution2029-25

Final Audit Report

2025-10-02

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