

RESOLUTION 2023-CC

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, APPROVING AN INTERAGENCY REIMBURSEMENT AGREEMENT WITH WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, the Town Council approved Resolution 2022-RR on August 8, 2022, approving a reimbursement agreement with the Washington State Administrative Office of the Courts (AOC) allowing AOC to provide reimbursement to the Town of Eatonville; and

WHEREAS, the purpose of this agreement is to provide reimbursements to assist cities and municipal courts with extraordinary judicial, prosecutorial or defense-related costs of resentencing and vacating the sentence of defendants whose convictions or sentences in Municipal Court are affected by the *State v. Blake* decision; and

WHEREAS, this agreement will provide reimbursements to assist cities and Municipal Courts who have reimbursed or will reimburse legal financial obligations to defendants whose convictions or sentences in Municipal Court are affected by *State v. Blake* decision; and

WHEREAS, the previous agreement expired on June 30, 2023, and the Town wishes to renew the agreement through June 30, 2024; now therefore

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town the Interagency Reimbursement Agreement between the Washington State Administrative Office of the Courts, attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 24th day of July 2023.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

INTERAGENCY REIMBURSEMENT AGREEMENT IAA24069
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
EATONVILLE MUNICIPAL COURT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and EATONVILLE MUNICIPAL COURT ("Jurisdiction") to reimburse EATONVILLE MUNICIPAL COURT 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 \$ \$4,666.00 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.

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:

AOC Program Manager	Jurisdiction Program Manager/Point of Contact
Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 Sharon.Swanson@courts.wa.gov (360) 890-2549	Kathy Seymour Court Administrator 9002 Main St E, Ste 100 Bonney Lake, WA 98391 seymourk@ci.bonney-lake.wa.us 253-447-4303

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

<div>Signature</div> <div>Date</div>	<div>Signature</div> <div>Date</div>
<div>Christopher Stanley</div> <div>Name</div>	<div></div> <div>Name</div>
<div>Chief Financial and Management Officer</div> <div>Title</div>	<div></div> <div>Title</div>