

RESOLUTION NO. 2959

RESOLUTION AUTHORIZING THE MAYOR OR CLERK-TREASURER TO SIGN AN
INTERAGENCY AGREEMENT WITH THE ADMINISTRATIVE OFFICE OF THE
COURTS

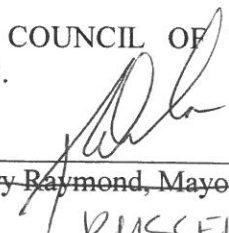
WHEREAS, the state's Administrative Office of the Courts ("AOC") provides various technological and financial assistance to the City's municipal court. A recent state court decision, known as *State v. Blake*, requires courts to vacate certain sentences that were imposed for lawful drug possession, to potentially resentence those defendants, and to refund monies paid by the defendants as fines and court costs under their older to-be-vacated sentences; and

WHEREAS, AOC has funds available to the City that the City can utilize for expenses that will be incurred in order to effectuate the vacations and resentencings, and also for providing monetary reimbursements to the defendants; and

WHEREAS, a four-page agreement has been prepared, the terms are acceptable to City staff, and City staff recommends that the City Council authorize signing of the agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor or Clerk-Treasurer is hereby authorized to sign the four-page agreement with AOC entitled "Interagency Reimbursement Agreement IAA23774 between Washington State Administrative Office of the Courts and City of Selah" in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of December, 2022.



Sherry Raymond, Mayor

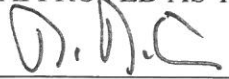
RUSSELL CARLSON,
MAYOR PRO
TEMPORE

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

**INTERAGENCY REIMBURSEMENT AGREEMENT IAA23774
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CITY OF SELAH**

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and CITY OF SELAH, for the purpose of reimbursing CITY OF SELAH (City) 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 Cities and Municipal Courts with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in are affected by the *State v. Blake* decision, and to provide reimbursements to assist Cities and Municipal Courts who have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Municipal Court are affected by the *State v. Blake* decision.

2. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse the City up to a maximum of \$ 25,991 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, 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 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 City up to a maximum of \$ 22,447 for payments made by the City 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. 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 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 City 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 City 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, 2022**, 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.

4. TERMS OF REIMBURSEMENT

a) The City shall request reimbursement as follows:

1. The City will submit its A-19 invoices monthly to payables@courts.wa.gov. A-19 invoices submitted under this agreement must include:
 - a. Payment documents from the City 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 CITY OF SELAH expenses under 2.A. must be coded **40021070**, and reimbursement under 2.B. must be coded **40022090**.
2. The City 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, 2023, the City 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	City Program Manager
Christopher Stanley Chief Financial and Management Officer PO Box 41170 Olympia, WA 98504-1170 Christopher.Stanley@courts.wa.gov (360) 357-2406	Anita Garcia Court Administrator 115 W. Naches Ave Selah, WA 98942 anita.garcia@selahwa.gov Phone

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

CITY OF SELAH

Signature

Date

Signature

Date

Dale Novobielski 12/13/22

Christopher Stanley
Name

Dale Novobielski
Name

Title

Title

CLERK TREASURER