

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7-25-22

AGENDA ITEM: Interagency Reimbursement Agreement with Administrative Office of the Courts	AGENDA SECTION:	
PREPARED BY: Suzanne Elsner, Court Administrator	AGENDA NUMBER:	
ATTACHMENTS: Agreement and funds list	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: 0	

The purpose of this contract is to allow the City of Marysville access to funds for reimbursement of extraordinary judicial, prosecutorial or defense related costs of resentencing and vacating the sentences of defendant whose convictions or sentences are affected by the State v Blake decision.

It will also allow the reimburse of funds paid by the City for legal and financial obligations for those cases affected by the State v Blake decision.

RECOMMENDED ACTION: Authorize the Mayor to sign the Interagency Reimbursement Agreement with AOC
COUNCIL ACTION:

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

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and *City of Marysville* for the purpose of reimbursing *Marysville* (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 *432,118.00* 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 *373,192.00* 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 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	

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

_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Name</i>		_____ <i>Name</i>	
_____ <i>Title</i>		_____ <i>Title</i>	

Blake LFO Pool Distribution
10-Year LFO AR Paid, RCW 69.50.4013

Blake LFO Pool Appropriation	10,000,000	11,500,000
Blake LFO Pool Distribution	9,500,000	11,000,000

**\$500,000 was held back from each pool to account for potential omissions.*

Court Name	Court Level	Average 10-Year AR Paid	Pct Total	Distribute Blake Munis LFO Pool	Distribute Blake Muni Costs Pool
EVERSON-NOOKSACK MUNICIPAL COURT	Municipal	81,010	0.26%	25,133	29,102
FEDERAL WAY MUNICIPAL COURT	Municipal	825,923	2.70%	256,242	296,701
FERNDALE MUNICIPAL COURT	Municipal	255,568	0.83%	79,290	91,809
FIFE MUNICIPAL COURT	Municipal	791,389	2.58%	245,528	284,295
FIRCREST MUNICIPAL COURT	Municipal	126,271	0.41%	39,176	45,361
GIG HARBOR MUNICIPAL COURT	Municipal	180,243	0.59%	55,920	64,750
GRAND COULEE MUNICIPAL COURT	Municipal	3,563	0.01%	1,105	1,280
GRANGER MUNICIPAL COURT	Municipal	25,036	0.08%	7,767	8,994
HOQUIAM MUNICIPAL COURT	Municipal	133,902	0.44%	41,543	48,102
ISSAQUAH MUNICIPAL COURT	Municipal	479,136	1.56%	148,651	172,123
KENT MUNICIPAL COURT	Municipal	1,604,870	5.24%	497,909	576,526
KIRKLAND MUNICIPAL COURT	Municipal	1,428,037	4.66%	443,047	513,002
KITTITAS MUNICIPAL COURT	Municipal	4,753	0.02%	1,474	1,707
LACEY VIOLATIONS BUREAU	Municipal	70,675	0.23%	21,927	25,389
LAKE FOREST PARK MUNICIPAL COURT	Municipal	267,014	0.87%	82,841	95,921
LAKEWOOD MUNICIPAL COURT	Municipal	1,015,640	3.32%	315,101	364,854
LONG BEACH MUNICIPAL COURT	Municipal	10,821	0.04%	3,357	3,887
LYNDEN MUNICIPAL COURT	Municipal	227,237	0.74%	70,500	81,632
LYNNWOOD MUNICIPAL COURT	Municipal	1,613,172	5.27%	500,485	579,509
MARYSVILLE MUNICIPAL COURT	Municipal	1,202,880	3.93%	373,192	432,118
MCCLEARY MUNICIPAL COURT	Municipal	7,380	0.02%	2,290	2,651
MEDICAL LAKE MUNICIPAL COURT	Municipal	8,821	0.03%	2,737	3,169
MERCER ISLAND MUNICIPAL COURT	Municipal	218,807	0.71%	67,885	78,603
MILTON MUNICIPAL COURT	Municipal	195,775	0.64%	60,739	70,329
MONROE MUNICIPAL COURT	Municipal	396,068	1.29%	122,880	142,282
MONTESANO MUNICIPAL COURT	Municipal	53,596	0.18%	16,628	19,254
MOUNT VERNON MUNICIPAL COURT	Municipal	250,719	0.82%	77,785	90,067
MOXEE CITY MUNICIPAL COURT	Municipal	7,079	0.02%	2,196	2,543
NAPAVINE MUNICIPAL COURT	Municipal	30,174	0.10%	9,361	10,840
NORTH BONNEVILLE MUNICIPAL COURT	Municipal	5,936	0.02%	1,842	2,133
OAKVILLE MUNICIPAL COURT	Municipal	5,833	0.02%	1,810	2,095
OCEAN SHORES MUNICIPAL COURT	Municipal	71,799	0.23%	22,276	25,793
OLYMPIA MUNICIPAL COURT	Municipal	485,252	1.58%	150,549	174,320
OMAK MUNICIPAL COURT	Municipal	13,339	0.04%	4,138	4,792