

INTERAGENCY REIMBURSEMENT AGREEMENT - IAA252301
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CITY OF TUMWATER

This Interagency Reimbursement Agreement ("Agreement") is entered into by and between Washington State Administrative Office of the Courts ("AOC") and City of Tumwater ("Jurisdiction") to reimburse extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* ("*Blake*"). AOC and Jurisdiction will be known individually as *Party* and collectively as *Parties*.

I. PURPOSE

The purpose of this Agreement is to reimburse the extraordinary judicial, prosecutorial, clerk, court administration 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 and Counties, this will include language Engrossed Substitute Senate Bill 5187, Section 114(3) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

II. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$28,507 for the extraordinary judicial, clerk, court administration, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. For Municipalities this will include language from the 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.

To be eligible for reimbursement, the Costs must be incurred between July 1, 2024 and June 30, 2025. AOC will not reimburse Jurisdiction Costs incurred after June 30, 2025. 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 on July 1, 2024, regardless of date of execution, and ends on June 30, 2025. The period of performance maybe amended by mutual agreement of the Parties.

IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, it's 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, clerk/court administration, prosecutorial, and defense-related costs;
4. Any employee positions supported by Blake related funds, broken down by judicial, clerk/court administration, 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. REVENUE SHARING

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Jurisdiction no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program and/or to support the Supreme Court's directive for an AOC case vacating team. If AOC determines the Jurisdiction may not spend all monies available under the Agreement or if Jurisdiction declines and/or elects not to participate in the vacating of Blake eligible cases, AOC may reduce the Agreement amount as mentioned above. If AOC determines the Jurisdiction may spend more monies than available under the Agreement and for its scope, AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, then the Jurisdiction must submit the final revenue sharing A-19 to payables@courts.wa.gov between July 12, 2025 and August 1, 2025.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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 Fogo Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 Sharon.Fogo@courts.wa.gov (360) 819-7305	Troy Niemeyer Finance Director 555 Israel Rd SE Tumwater, WA 98501 taniemeyer@ci.tumwater.wa.us 360-252-5488

XI. 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:

**Washington State Administrative
Office of the Courts**

Jurisdiction

Signature *Date*

Christopher Stanley, CGFM

Name

**Chief Financial and Management
Officer**

Title

Signature *Date*

Debbie Sullivan

Name

Mayor

Title

Attest:

Signature *Date*

Melody Valiant

Name

City Clerk

Title

Approve as to form:

Signature *Date*

Karen Kirkpatrick

Name

City Attorney

Title