

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Amanda Hamilton, Clerk

DATE: June 5, 2023

RE: Interagency Reimbursement Agreement IAA24017 Between
Washington Administrative Office of the Courts and Jefferson County

STATEMENT OF ISSUE: Starting July 1, 2023, the duty of LFO reimbursements will move to the AOC. Our local responsibility will shift to certifying the amounts owed so the AOC can pay the refund directly from the state without passing the money through the counties. This new contract arises from the Legislature's new budget proviso to provide continuing money for Blake administrative work in the 2024 fiscal year.

ANALYSIS: This agreement allows our jurisdiction to continue requesting reimbursement for the extraordinary expenses incurred when it vacates criminal convictions that fall under the *State v. Blake* decision.

FISCAL IMPACT: The amount allocated is intended to reimburse the Superior and District Courts for their Blake-related work, so it is budget neutral. It is a single lump sum allocation from which the courts may draw. A supplemental appropriation may be required.

RECOMMENDATION: The Board of County Commissioners approve the attached Interagency Reimbursement Agreement with the Washington State Administrative Office of the Courts.

REVIEWED BY:

 5/26/23
Mark McCauley, County Administrator Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Administrative Office of the Courts **Contract No:** IAA24017
Contract For: Reimbursement for Blake costs **Term:** July 1, 2023 - June 30, 2024

COUNTY DEPARTMENT: Clerk
Contact Person: Amanda Hamilton
Contact Phone: 360-385-9128
Contact email: amanda.hamilton@co.jefferson.wa.us

AMOUNT: 135,028.00
Revenue: _____
Expenditure: _____
Matching Funds Required: _____
Sources(s) of Matching Funds: _____
Fund #: _____
Munis Org/Obj: _____

PROCESS:

☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒ _____ 5/24/2023
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒ _____ 5/24/2023
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 5/25/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 5/25/2023.
State language -- cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

INTERAGENCY REIMBURSEMENT AGREEMENT IAA24017
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Jefferson County

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and Jefferson County ("Jurisdiction") to reimburse Jefferson County 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 \$ 135,028.00 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	Amanda Hamilton County Clerk PO Box 1220, Port Townsend, WA 98368 amanda.hamilton@co.jefferson.wa.us (360) 385-9125

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

Signature *Date*

Christopher Stanley
Name

Chief Financial and Management Officer
Title

Signature *Date*

Name

Title

Approved as to form



May 25, 2023

Signature *Date*

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney