

RESOLUTION NO. 3291


A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, UTHORIZING THE JUDICIAL BRANCH ADMINISTRATOR TO ENTER AN INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURT (AOC) AND BONNEY LAKE MUNICIPAL COURT TO PARTICIPATE IN THE PRETRIAL PILOT PROGRAM, CONTRACT #AOC2670, FUNDING: \$14,500

WHEREAS, The Bonney Lake Municipal Court Determines What Pretrial Conditions, if any, should be Imposed on a Defendant pending trial.

WHEREAS, The Bonney Lake Municipal Court Motions the City for Permission to Sign an Interagency Agreement with AOC to Participate in the Pretrial Pilot Program from July 15, 2025, to June 25, 2026.

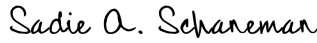
NOW THEREFORE, BE IT RESOLVED The Bonney Lake Municipal Court is authorized to enter into the Interagency Agreement with AOC.

PASSED by the City Council this 26 day of August 2025.

Signed by:

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Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:

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Sadie A. Schaneman, MMC, City Clerk

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Item Type: Resolution	Agenda Bill Number & Ordinance/Resolution/Motion Number: AB25-68 / R25-68	
Department/Division Submitting: Court	Presenter: Geri Resch, Judicial Branch Administrator	City Strategic Goal Category: None

Agenda Subject: Interagency Agreement between Washington State Administrative Office of the Courts and Bonney Lake Municipal Court

Full Title/Motion: A Resolution Of The City Council For The City Of Bonney Lake, Pierce County, Washington, Authorizing The Judicial Branch Administrator To Enter An Interagency Agreement Between Washington State Administrative Office Of The Court (AOC) And Bonney Lake Municipal Court To Participate In The Pretrial Pilot Program, Contract #AOC2670, Funding: \$14,500.

Administrative Recommendation: Approve

Short Background Summary (Use a memo to write a full history): The Pre -Trial Reform Program is part of a task force being tested in some Superior Courts and Courts of Limited Jurisdiction. Bonney Lake Municipal Court has been invited to participate in this program for its second fiscal year since inception. This task force is designed to provide the court with other ways in which to protect the community during the pre-trial phase of a criminal prosecution. It may decrease cost of housing Defendants in jail, increase Defendant's likelihood of appearing in court when ordered to do so, maintain sobriety if alcohol or drugs are involved in the pending criminal charge and allow Defendant to continue to be gainfully employed. The Administrative Office of the Courts (AOC) will provide \$14,500.00 in grant funds to the court to be used to cover the cost of Electronic Home Monitoring (EHM) with or without global positioning system (GPS), Secure Continuous Remote Alcohol Monitoring (SCRAM), Random Urinalysis (UA) testing to monitor abstinence and installation of Ignition Interlock and monitoring. EHM monitors Defendant's routine and travel in accordance with parameters set by the court, limiting a Defendant to going to and from work, church, treatment, court appearances, medical appointments, grocery shopping, depending on what the court deems appropriate. SCRAM is an alcohol monitoring device which monitors Defendant's compliance with the court order not to consume alcohol. Random UAs monitor Defendant's compliance with the court's order not to use any controlled substance, including marijuana or cannabis products. Statistics maintained by the court and submitted to AOC will assist in determining whether this is a program that is beneficial to Courts of Limited Jurisdiction. Pursuant to RCW 10.21.015, 10.21.045 and 10.21.050, the Court determines what pre-trial conditions, if any, should be imposed; whether a defendant should be released from custody with conditions or, if not in custody, whether defendant should be allowed to remain out of custody. The court considers the safety of the community and the interests of justice. The Defendant's ability to pay for conditions such as EHM, SCRAM or abstinence from controlled substances, including alcohol, is reviewed. If it is determined the Defendant is unable to pay for this type of monitoring and the court considers defendant safe to be in the community with these types of monitoring, then the court can impose monitoring, and the cost of the monitoring is billed to the Court and AOC reimburses this cost to the court from the grant funding. The time frame for the use of these funds is July 15, 2025, through June 30, 2026.

Attachments: Contract AOC2670

BUDGET INFORMATION

Budgeted Amount:	Current Balance:	Expenditure Amount Needed:	Budgeted Balance Difference:
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW

Public Hearing Date:

Name Of Committee/Commission Public Hearing Was Done At:

Date & Name Of Committee/ Commission Meeting	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Council Full Issues
Date: 8/26/2025 Name: Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Hearing Examiner Review: N/A				
Preparer sent affected Department Director(s) copy of AB	<input type="checkbox"/> Administrative Services <input checked="" type="checkbox"/> Court <input type="checkbox"/> Executive <input type="checkbox"/> Finance <input type="checkbox"/> Police <input type="checkbox"/> Public Services			

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): 8/26/2025

Tabled To:

APPROVALS

Department Director:

Joanna Daniels

Mayor:

Terry Carter

Date Reviewed By City Attorney (if applicable):



INTERAGENCY AGREEMENT

AOC2670

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

BONNEY LAKE MUNICIPAL COURT

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency", and Bonney Lake Municipal Court referred to as "Court or Agency".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist the Court with costs related to electronic monitoring services and technical assistance associated with the pretrial pilot project.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Ensure funds are used to help create pretrial release and pretrial support options for the Court.
- b. Attend planning meeting to address the following: disbursement of funds, meeting schedule through fiscal year 2026, training and technical assistance, and data collection and reporting.
- c. Participate in virtual technical assistance calls from August 2025 - June 2026 to support best practice implementation strategies related to SCRAM/EHM/GPS and related monitoring services, as well as general pretrial fundamentals.
- d. Reallocate unspent funds for training related to pretrial fundamentals and organization development. If there are any remaining funds after this action has

taken place, these funds will be reallocated through Revenue Sharing process detailed in section 7 of this agreement.

- e. Track and provide monthly data outcomes as agreed upon with the training and technical assistance team.
- f. Provide reports no later than the due date on the tenth day (10th) of each month. These should be submitted alongside the A19 to the AOC Staff Program Manager via email.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 07/15/2025, and end on 06/30/2026, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed fourteen thousand five hundred dollars (**\$14,500.00**) for payments made during the period from 07/15/2025, through 06/30/2026, related to the purpose of this agreement.

Procuring Agency may extend the term of this Agreement or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Agreement.

6. INVOICES; BILLING; PAYMENT

The Agency will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC2670
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Agreement.

7. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court **via unilateral amendment to the agreement** no later than May 1, 2026 that AOC

intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more funds than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 via email to AOC PM between July 12, 2026 and August 1, 2026.

8. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Agreement. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Yvonne Jones PO Box 41170 Olympia, WA 98504-1170 Yvonne.Jones@courts.wa.gov (360) 704-5564	Geri Resch 9002 Main St E Ste 100 Bonney Lake, WA 98391 ReschG@bonneylake.gov (253) 447-4306

9. RECORDS RETENTION & PUBLIC RECORDS

- a. Records Retention. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel mutually agreed upon by both parties, and other officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- b. Public Information. This Agreement and all related records may be subject to public disclosure as required by Washington's Public Records Act, RCW 42.56, and court rule GR 31.1. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or GR 31.1, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information,

seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.

- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute 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.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

Bonney Lake Municipal Court

Kerra Lynch
Signature

8/28/2025
Date

Geri Resch
Signature

8/27/2025
Date

Kerra Lynch
Name

Geri Resch
Name

Associate Director, MSD Division
Title

Judicial Branch Administrator
Title