

**RESOLUTION NO. 23-1903**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY REIMBURSEMENT AGREEMENT WITH THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR REIMBURSEMENT COSTS OF RESENTENCING AND VACATING SENTENCES UNDER THE BLAKE DECISION**

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**WHEREAS**, the City of Lake Forest Park Municipal Court will incur additional costs related to the extraordinary expense of resentencing and vacating sentences under the *State v. Blake* decision and for the costs of refunding legal financial obligations; and

**WHEREAS**, the Washington State Administrative Office of Courts will provide reimbursement of costs to the City of Lake Forest Park related to expenses resulting from the *Blake* decision; and

**WHEREAS**, the City of Lake Forest Park and the Washington State Administrative Office of the Courts have negotiated the Interagency Reimbursement Agreement providing for such reimbursement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Interagency Reimbursement Agreement with the Washington State Administrative Office of the Courts attached hereto as Exhibit A for the purpose of reimbursing Lake Forest Park for extraordinary costs of resentencing and vacating sentences under the *Blake* decision and for the costs of refunding legal financial obligations under the *Blake* decision.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 22nd day of June, 2023.

APPROVED:

  
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Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

A handwritten signature in blue ink, appearing to read 'Matthew McLean', is written over a horizontal line.

Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK: June 16, 2023  
PASSED BY THE CITY COUNCIL: June 22, 2023  
RESOLUTION NO.: 23-1903

## EXHIBIT A to Resolution 23-1903

**INTERAGENCY REIMBURSEMENT AGREEMENT IAA24089  
BETWEEN  
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
LAKE FOREST PARK MUNICIPAL COURT**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and LAKE FOREST PARK MUNICIPAL COURT ("Jurisdiction") to reimburse LAKE FOREST PARK MUNICIPAL COURT 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 \$ \$95,921.00 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](mailto: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:

<b>AOC Program Manager</b>	<b>Jurisdiction Program Manager/Point of Contact</b>
<b>Sharon Swanson</b> Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 <a href="mailto:Sharon.Swanson@courts.wa.gov">Sharon.Swanson@courts.wa.gov</a> (360) 890-2549	Jennifer Grant Judge 17425 Ballinger Way NE Lake Forest Park, WA 98155 <a href="mailto:jgrant@cityoflfp.gov">jgrant@cityoflfp.gov</a> (206) 364-7711

**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**

<u>Signature</u>	<u>Date</u>	<u>Signature</u>	<u>Date</u>
<u>Christopher Stanley</u>			
<u>Name</u>		<u>Name</u>	
<u>Chief Financial and Management Officer</u>			
<u>Title</u>		<u>Title</u>	