

RESOLUTION NO. 1850

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.

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.

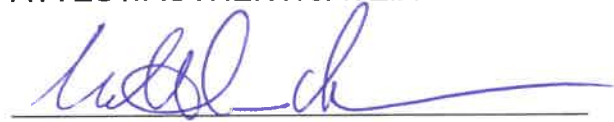
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 14th day of July, 2022.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: July 7, 2022
PASSED BY THE CITY COUNCIL: July 14, 2022
RESOLUTION NO.: 1850

EXHIBIT A to Resolution 1850

INTERAGENCY REIMBURSEMENT AGREEMENT IAA23739
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
LAKE FOREST PARK

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and LAKE FOREST PARK, for the purpose of reimbursing LAKE FOREST PARK (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 95,921 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 82,841 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 LAKE FOREST PARK 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 |
|--|--|
| <p>Christopher Stanley Chief Financial and Management Officer PO Box 41170 Olympia, WA 98504-1170 christopher.stanley@courts.wa.gov (360) 357-2406</p> | <p>LAKE FOREST PARK Court Administrator 17425 Ballinger Way NE Lake Forest Park, WA 98155 omccoconville@cl.lake-forest-park.wa.us 206-364-7711</p> |

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

LAKE FOREST PARK

Signature *Date*

Signature *Date*

Name

LAKE FOREST PARK

Name

Title

Title

FORM

STATE OF WASHINGTON

A 19-1A
(Rev. 5/91)



INVOICE VOUCHER

| AGENCY USE ONLY | | |
|-----------------|---------------|-------------------|
| AGENCY NO. | LOCATION CODE | P.R. OR AUTH. NO. |
| | | |

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| AGENCY NAME |
| Office of the Administrator for the Courts |
| VENDOR OR CLAIMANT (Warrant is to be payable to) |
| |

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY _____
 (SIGN IN INK)

 (TITLE) (DATE)

| | | |
|---|-------------|---------------|
| FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S. Do not fill in. Attach a W-9 form) | RECEIVED BY | DATE RECEIVED |
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| DATE | DESCRIPTION | QUANTITY | UNIT PRICE | AMOUNT | FOR AGENCY USE |
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| PREPARED BY | TELEPHONE NUMBER | DATE | AGENCY APPROVAL | DATE |
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| DOC. DATE | PMT DUE DATE | CURRENT DOC. NO. | REF DOC. | VENDOR NUMBER | VENDOR MESSAGE | UBI NUMBER |
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| REF DOC SUE | TRANS CODE | M O I | FUND | MASTER INDEX | | SUB OBJ | SUB SUB OBJECT | ORG INDEX | WORKCLASS ALLOC | COUNTY BUDGET UNIT | CITY/TOWN MOS | PROJECT | SUB PROJ | PROJ PHAS | AMOUNT | INVOICE NUMBER |
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| | | | | APPN INDEX | PROGRAM INDEX | | | | | | | | | | | |
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| ACCOUNTING APPROVAL FOR PAYMENT | DATE | WARRANT TOTAL | WARRANT NUMBER |
|---------------------------------|------|---------------|----------------|