

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners  
Monte Reinders, Acting County Administrator

**FROM:** Barbara Dykes Ehrlichman  
Civil Deputy Prosecuting Attorney  
(On behalf of the Jefferson County Superior Court)

**DATE:** *September 25, 2023*

**SUBJECT:** Request for Approval of Interagency Agreement Between the Washington State  
Administrative Office of the Courts and Jefferson County Superior Court

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**STATEMENT OF ISSUE:**

Whether to sign a grant agreement to allow the Jefferson County Superior Court to receive \$31,183.00 from the Washington State Administrative Office of the Courts under the Rural Court Security Program Agreement. The purpose of the grant is to provide reimbursement of a percentage of overall court security costs for the court to comply with the Trial Court Security Criteria established in GR 36.

**BACKGROUND**

The Washington State Court Rules contain General Rules governing the administration of the court system. General Rule (GR) 36 governs trial court security. The purpose of the rule is "to encourage incident reporting and well-coordinated efforts to provide basic security and safety measures in Washington courts." GR 36 requires, among other things, a Court Security Committee, a Court Security Plan, and Minimum Court Security Standards. Certain equipment such as security cameras and duress alarms are required. The full text of GR 36 is available [here](https://www.courts.wa.gov/court_rules/pdf/GR/GA_GR_36_00_00.pdf). [https://www.courts.wa.gov/court\\_rules/pdf/GR/GA\\_GR\\_36\\_00\\_00.pdf](https://www.courts.wa.gov/court_rules/pdf/GR/GA_GR_36_00_00.pdf)

The grant is awarded Jefferson County Superior Court to purchase security services and equipment. Security equipment includes security screening equipment, security cameras, entry alarm systems, duress or emergency broadcast systems, and other similar equipment.

**FISCAL IMPACT/COST-BENEFIT ANALYSIS:**

No fiscal impact.

**RECOMMENDATION:**

Recommend approval of the contract.

**REVIEWED BY:**

  
Mark McCauley, County Administrator

Date *9/22/23*

**CONTRACT REVIEW FORM**  
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

**CONTRACT WITH:** Washington State Administrative Office of the Courts (AOC) and JeffCo Superior Court **Contract No:** AOC IAA24497

**Contract For:** Rural Court Security Program

**Term:** July 1, 2023 through June 30, 2024

**COUNTY DEPARTMENT:** Superior Court  
**Contact Person:** Judge Brandon Mack  
**Contact Phone:** 395  
**Contact email:** BMack@co.jefferson.wa.us

**AMOUNT:** \$31,183

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:** ☒

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:** ☒

Signature

Date

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

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

**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 AGREEMENT IAA24497  
BETWEEN  
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
JEFFERSON SUPERIOR COURT**

This Agreement is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Jefferson Superior Court (Court), (collectively known as the Parties).

**I. DEFINITIONS**

For the purposes of this Agreement the following definition shall apply as prescribed in RCW 43.160.020(5): "Rural county" means a county with a population density of fewer than one hundred persons per square mile or a county smaller than two hundred twenty-five square miles, as determined by the Office of Financial Management and published each year by OFM for the period of July 1st to June 30th. Trial Court Security is under the provisions of Washington State Court General Rule 36.

**II. PURPOSE**

The purpose of this Rural Court Security Program Agreement is to provide reimbursement of a percentage of overall court security costs in order for the Court to comply with the Trial Court Security criteria established in GR36.

**III. PERIOD OF PERFORMANCE**

Performance under this Agreement begins on July 1, 2023 regardless of the date of Agreement and ends on June 30, 2024.

**IV. TOTAL AMOUNT OF AGREEMENT**

The total amount of this Agreement is \$31,183.00 , subject to the availability of funds. The Total amount of this Agreement will be distributed as follows:

| <b>Cost Category</b>            | <b>Amount</b>      |
|---------------------------------|--------------------|
| Security Services and Equipment | \$31,183.00        |
| Security Officers               | \$0.00             |
| <b>Total Amount</b>             | <b>\$31,183.00</b> |

\*Courts may use funds from the Court Security Officers cost category for the Security Equipment and Services cost category, but not vice-versa.

## V. REPORTING SCHEDULE

The Court shall submit semi-annual reports to the AOC documenting the progress of their security improvement projects.

The reports shall provide:

- A. Statement confirming delivery of items claimed on the reimbursement form (A-19).
- B. Status of General Rule 36 compliance remaining minimum court security standards to achieve compliance.
- C. The services provided to the courthouse for the corresponding period (licenses, contracted security, etc.)
- D. Any challenges faced by the Court during the corresponding period.
- E. Whether funds are expected to be used fully or if additional funding is needed.

The Court will follow the following reporting schedule according to the Period of Performance established in Section III of this agreement.

| Period                | Report Type                   | Report Due |
|-----------------------|-------------------------------|------------|
| 07/01/2023-12/31/2023 | Initial Implementation Report | 12/31/2023 |
| 01/01/2024-06/30/2024 | Final Report                  | 06/30/2024 |

Reports shall be submitted to AOC to [kyle.landry@courts.wa.gov](mailto:kyle.landry@courts.wa.gov). Failure to submit a report by the due date may adversely affect the Court's eligibility for future funding.

## VI. USE OF FUNDS

### A. General

Awarded amounts expire at the end of the fiscal year they were awarded in and do not carry over to the following year.

Funds will be used in accordance with the table provided in section IV of this Agreement.

All goods, services and equipment must be performed, received, and delivered by June 30, 2024. Anything beyond this date will be considered ineligible.

### B. Eligible Use of Funds

#### 1. Security Equipment

AOC will reimburse the Court at the established percentage under this Agreement for the cost of purchasing and installing security equipment in the following categories:

- a. Security screening equipment, which includes: Walk-through metal detectors, handheld metal detectors, and X-ray machines if a court has a working magnetometer and 2 Court Security Officers on-site.
- b. Security Cameras
- c. Entry alarm systems.

- d. Duress or Emergency broadcasts systems.
- e. If an item is not listed in the approved categories provided by the AOC, then approval should be requested via email to Program Manager in regards to security-related infrastructure upgrades or miscellaneous security items.

## 2. Services Supporting Court Security Equipment

AOC will reimburse the Court at the established percentage under this Agreement for the cost of the following services to support court security:

- a. Software licenses for security equipment.
- b. Labor costs associated with installation of security equipment.
- c. Maintenance of security equipment.

## 3. Security-related training

Security training is a reimbursable cost under this Agreement and should be available to all Court staff at court's location if delivered.

Training should:

- a. Be specific to the training the court needs (e.g. Active Shooter training, De-escalation training, etc.)
- b. Address security-related topics.

## 4. Court Security Officer Costs

AOC will reimburse the court at the established percentage under this Agreement for the cost of Court Security Officers. This reimbursement counts towards the court's overall total reimbursable amount of this Agreement.

- a. Court Security Officers must be contracted and in compliance with RCW 18.170.
- b. Licensing exemptions for sworn peace officers should comply with RCW 18.170.020.
- c. All other Security Officers must comply with licensing requirements contained in RCW 18.170.
- d. Reimbursement amount will cover hours worked only.
- e. If and only if your Court has been partially awarded, you may elect to contract a Court Security Officer on days that are deemed to be higher risk or when hearings take place.

## C. Ineligible Use of Funds

### 1. Security Equipment

Security costs that meet the criteria below will not be reimbursed:

- a. Equipment and services in spending categories not approved on the Agreement unless approved in writing by the AOC.
- b. Court staffing or administrative costs.
- c. X-ray machines unless the Court has 2 Court Security Officers available for entry screening and a working magnetometer.

### 2. Security Officer

- a. Contracted Court Security Officers not compliant with RCW 18.170.
- b. Personal equipment for Court Security Officers.
- c. Court Security Officer's benefits.

## **VII. PAYMENT/ REIMBURSEMENT**

- A. AOC will reimburse the Court up to a maximum/NTE of \$31,183.00 for costs incurred from July 1, 2023 to June 30, 2024 regarding security equipment and other goods and services that improve security in the courts listed under Section 2, titled "Security Equipment and Services". The maximum awarded amount shall only increase if funding exists and AOC approves the reimbursement.
- B. The Court is responsible for paying the entire up-front cost of the equipment and services. AOC will reimburse the Court at the percentage established of 70%. Reimbursements count towards the Court's total reimbursement limit or the total amount of this agreement for costs incurred in Court's Security Services and Equipment and Security Officers categories.
- C. The total cost may be spent in all approved categories at the court's discretion. Substitutions for similar equipment or services shall be allowed if it fills a similar role to the equipment requested by the Court.
- D. The Court shall work with AOC staff in determining whether an expense qualifies as a reimbursable expense under the Agreement.
- E. Only items and services purchased and received during the dates stated on the agreement are eligible for reimbursement. Awarded funding expires June 30 of the fiscal year in which it was awarded.
- F. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- G. Before payment can be processed, properly completed invoices on state form A-19 must be submitted to AOC Financial Services at [payables@courts.wa.gov](mailto:payables@courts.wa.gov). Payments made by AOC within 30 days of receipt properly- completed A-19 invoice shall be deemed timely.
- H. All invoices shall provide and itemize, at a minimum, the following:
  - 1. Agreement Number
  - 2. Court name, address, phone number
  - 3. Court Federal Tax Identification Number
  - 4. Description of procured goods and services
  - 5. Date(s) of procured goods and services
  - 6. Total Invoice Price
- I. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding.
- J. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly.
- K. Reimbursement payments under this agreement will only be made to the Court or funding authority that has incurred the cost of the items and services eligible for reimbursement. Reimbursements will not be made for partially eligible costs. Therefore, Courts shall ensure invoices submitted

account for and demonstrate 100% of eligible costs to be reimburse at percentage rate.

- L. Reimbursements will not exceed the awarded amount unless excess funding exists and is approved by AOC in accordance with the revenue sharing section of this Agreement.
- M. Final reimbursement requests must be received by AOC no later than July 12, 2024.
- N. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the AOC.
- O. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

#### **VIII. REVENUE SHARING**

- A. AOC, in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a final revenue sharing A-19 to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) between July 12, 2024 and August 1, 2024.

#### **IX. NOTIFICATION OF USE OF FUNDS**

AOC will formally communicate to the Court at two stages of the Agreement: mid-year of performance (December 2023) and end of performance (June 2024) regarding revenue sharing increases or decreases to the total amount of this Agreement.

Failure by Court to respond to attempts of contact by AOC within 30 days, may result in reallocation through Revenue Sharing procedures of the Court's funds to another Court in need.

The Court will submit a Revenue Sharing report, in accordance with schedule established in Section V of this Agreement.

#### **X. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice given by the AOC to the Court. The decision as to whether appropriations

are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

#### **XI. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement shall only be amended by the agreement of the parties. Amendments are not binding unless provided in writing, authorized and signed by the individuals with the contractual capacity on behalf of each of the parties.

#### **XII. 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 purposes to be employees or agents of the other party.

#### **XIII. RECORDS, DOCUMENTS, AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation or agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

#### **XIV. RIGHTS OF INSPECTION**

The Court 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.

#### **XV. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

#### **XVI. TERMINATION**

The AOC may, in its sole discretion terminate the agreement or withhold payments claimed by the Court for procured goods and services if the Court fails to satisfactorily comply with any term or condition of this Agreement.

A. Termination for Convenience.

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this Agreement is so terminated, the AOC shall be liable only for payment for the provisions of this agreement, completed and accepted prior to the effective date of termination.

B. 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 fifteen (15) working days. If failure of violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **XVII. 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.

## **XVIII. ASSIGNMENT**

The provisions of this Agreement, and any claim arising hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party. Consent shall not be unreasonably withheld.

## **XIX. 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 writing signed by an authorized representative of the party and attached to the original Agreement.

## XX. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference in this Agreement is held invalid, such invalidity does not affect the other provisions of this Agreement. This Agreement can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

## XXI. AGREEMENT MANAGEMENT

The individuals mentioned below are responsible for and are the contact people for all communications regarding the performance of this Agreement:

| AOC Program Manager                                                                                    | Court Point of Contact                                                                                                                |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Kyle Landry<br>PO Box 41170<br>Olympia, WA 98504-1170<br>Kyle.landry@courts.wa.gov<br>(360) 218 - 6096 | Mark McCauley<br>County Administrator<br>1820 Jefferson St<br>Port Townsend, WA 98368<br>mmccauley@co.jefferson.wa.us<br>360-385-9130 |

## XXII. 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 the Agreement.

## AGREED

**Washington State Administrative Office  
of the Courts**

**COURT**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Christopher Stanley, CGFM

Name

Name

Chief Financial and Management Officer

Title

Title

BOARD OF COUNTY COMMISSIONERS SIGNATURES ON NEXT PAGE

**JEFFERSON COUNTY WASHINGTON**

Board of County Commissioners  
Jefferson County, Washington

By: \_\_\_\_\_  
Greg Brotherton, Chair                      Date

By: \_\_\_\_\_  
Heidi Eisenhour, Commissioner      Date

By: \_\_\_\_\_  
Kate Dean, Commissioner              Date

SEAL:

ATTEST:

\_\_\_\_\_  
Carolyn Galloway CMC                      Date  
Clerk of the Board

Approved as to form only:

*Barbara D. Ehrlichman*      09.15.2023  
Philip C. Hunsucker                      Date  
Chief Civil Deputy Prosecuting Attorney