

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Mark McCauley, County Administrator

FROM: Shannon Burns, Juvenile Court Administrator

DATE: 3/20/23

RE: Interagency Agreement #ICA 23863
Family and Juvenile Court Improvement Plan

STATEMENT OF ISSUE: The FJCIP program is currently funded through June 30, 2023. This is an amendment to that contract allowing up to an additional \$8,000 for technology (\$5,000) and for expenses to host a retreat (\$3,000), making the total contract amount from \$31,000 to \$39,000. These extra funds will allow for reimbursement of expenses for technology needed for the FJCIP coordinator to improve the functioning of Dependency Court as well as covering the cost to host a stakeholder's retreat for implementation of HB1227.

ANALYSIS: None

FISCAL IMPACT: None as this is additional revenue to cover these costs incurred.

RECOMMENDATION: That the Board sign three originals of this Interagency Amendment to an already signed Agreement with the Administrative Office of the Courts.

REVIEWED BY:



Mark McCauley, County Administrator

3/15/23

Date

AMENDMENT 1 ICA23863
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
JEFFERSON COUNTY SUPERIOR COURT

THIS Amendment to the Agreement is made by and between, **Washington State Administrative Office of the Courts (AOC)** and **Jefferson County Superior Court**

PURPOSE This Amendment amount adds reimbursement for technology and hosting an implementation retreat for HB 1227. The Amendment One Amount is \$8,000

COMPENSATION

- a. AOC shall reimburse the Court a maximum of \$39,000 for FJCIP coordinator salary and benefits costs incurred during the term of this agreement.
- b. AOC shall reimburse the Court a one-time technology upgrade of up to \$5,000 to ensure that FJCIP Coordinators have the tools they need to conduct data analysis, facilitate virtual meetings and perform other tasks required for continuous quality improvement. Upgrades outside the below suggested items will be determined in consultation with the FJCIP Statewide Team. Purchases shall be made and must be received by June 30, 2023 the effective date of termination of this agreement. Receipts for purchased items shall be include with the invoice(s).

Below are suggested technology resources for FJCIP coordinators:

- Laptop with docking station
 - Examples that some courts are using:
 - Lenovo, T-15 gen 2 ThinkPad T-15 Gen 2 Intel Laptop.
 - Dell Latitude 5530 Laptop with docking station
 - Two monitors minimum at their work station(s)
 - Headset and webcams.
 - Wireless mouse and keyboard
 - Items to situate monitors and laptops to promote the ability to run meetings on Zoom and complete data reports and projects.
 - Paid Zoom account, if your court is not using a business license.
 - Other technology that would support the ability for your FJCIP Coordinator to do their work with your system partners.
- c. AOC shall reimburse the Court up to \$3,000 for expenses related to hosting an implementation retreat for the Keeping Families Together law (HB 1227). The retreat must occur before June 30, 2023, the effective date of termination of this agreement. Receipts for expenses shall be included with invoices. Pre-approval of food and beverage purchases is required. The Court shall work with the FJCIP Statewide Team to ensure proper reimbursement eligibility.
 - c. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
 - d. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov

orig AOC 8-8-22
cc AUD 8-29-22.

**INTERAGENCY AGREEMENT ICA23863
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
JEFFERSON COUNTY SUPERIOR COURT
FOR THE SUPPORT OF
FAMILY AND JUVENILE COURT IMPROVEMENT PLAN (FJCIP)**

THIS AGREEMENT is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Jefferson County Superior Court (Court).

PURPOSE

The purpose of this agreement is to engage the services of the Court to improve and support family and juvenile court operations as set forth in the Family and Juvenile Court Improvement Plan (FJCIP) legislation RCW 2.56.220-230.

Funds received under this agreement may only be used to supplement, not supplant, any other local, state or federal funds received for the Court.

DESCRIPTION OF SERVICES

The Court will:

- a. Assign a Chief Judge for the family and juvenile court for a minimum term of two (2) years;
- b. Hire a FJCIP Coordinator within a timeframe acceptable to both AOC and the Court, provide that Coordinator with training in the area of family and juvenile law and, ensure that Coordinator participates in specialized Coordinator trainings offered by AOC, including the FJCIP Coordinator Community of Practice;
- c. Document that all court commissioners and judges serving in the county's FJCIP project have completed a minimum of 30 hours of specialized training in dependency and family law related topics as required under RCW 2.56.230.
- d. Implement the principle of one judicial team hearing all of the proceedings in a case involving one family, especially in dependency cases;
- e. Work with AOC Staff to support mutually agreed upon court improvement projects, including data collection, evaluation, multi-disciplinary training and meetings of court and community partners;
- f. Submit a spending plan detailing the intended use of funds received under this agreement to AOC by August 31, 2022;
- g. Submit a report comparing actual expenditures with the submitted spending plan to AOC by June 30, 2023;
- h. Submit or update a "local improvement plan" identifying the specific staffing, facility, case management and/or operational improvement(s) that the Court intends to

accomplish during this project, and identifying which Unified Family Court (UFC) principle(s) are targeted.

The Court's local improvement plan shall:

1. Identify case types that will be impacted (family, juvenile or both);
2. Explain what the local improvement is and how it will enhance current court operations;
3. List the specific UFC principle(s) the local improvement is targeted to meet;
4. Describe potential barriers to implementing the local improvement;
5. Describe measurable outcomes for which data will be collected;
6. Develop and document a plan to identify those children who have been in foster care for at least 15 of the past 22 months; and
7. Be finalized and provided to AOC by August 31, 2022.

The Court shall submit to the AOC semi-annual reports of court's activities and progress on measurable outcomes related to Family/Juvenile Court activities during the preceding quarter. Semi-annual reports are due September 30, 2022 and March 31, 2023.

PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from July 1, 2022 through June 30, 2023.

COMPENSATION

- a. AOC shall reimburse the Court a maximum of **\$31,000** for FJCIP coordinator salary and benefits costs incurred during the term of this agreement.
- b. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- c. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov
- d. 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.
- e. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- f. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among recipients of funding governed by the Family and Juvenile Court Improvement Plan legislation. If, in AOC's assessment, the Court is unlikely to expend the maximum agreement amount, AOC may reduce the maximum agreement amount. AOC may increase the maximum agreement amount if additional funds become available.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being 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 being 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.

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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.

RIGHT 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.

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.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, 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 termination.

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 shall 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 shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Description of Services; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

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.

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.

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 and to this end the provisions of this Agreement are declared to be severable.

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 shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this agreement.

COUNTERPARTS

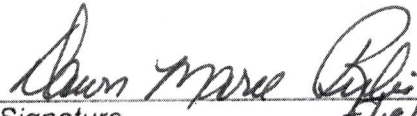
Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

CONTRACT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

AOC Project Manager	Court Contract Manager
Kelly Warner-King PO Box 41170 Olympia, WA 98504 kelly.warner-king@courts.wa.gov (206) 920-2414	Barbara Carr PO Box 1220 Port Townsend, WA 98368-0920 bcarr@co.jefferson.wa.us Phone

AGREED:
**ADMINISTRATIVE OFFICE
OF THE COURTS**


 Signature 8/16/22 Date

Dawn Marie Rubio

Name

State Court Administrator

Title

JEFFERSON COUNTY


 Signature 8/8/22 Date

Heidi Eisenhour

Name

Chair Board of County Commissioners

Title

Approved as to form only:



July 30, 2022

Philip C. Hunsucker,

Date

Chief Civil Deputy Prosecuting Attorney

Jefferson County
Board of County Commissioners
Agenda Request

To: Board of County Commissioners
Mark McCauley, County Administrator

From: Barbara Carr, Juvenile Court Administrator

Agenda Date: August 8, 2022

Subject: Interagency Agreement # ICA 23863
Family and Juvenile Court Improvement Plan

STATEMENT OF ISSUE:

The FJCIP program ^{has} been funded by the Administrative Office for the Courts. The program supports efforts to improve court functioning in the area of dependency and other civil matters. Our funding for this program reflected in this year's contract is a doubling of what we have had in the past. This supports my request to AOC based on my need to increase the hours performed by this staff person. These funds will provide one-half of this now 40-hour employee, Meagan Ryan, Family Court Program Assistant.

ANALYSIS:

None.

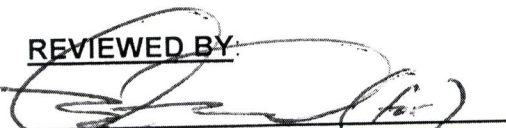
FISCAL IMPACT:

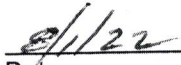
This revenue will be included in my budget for 2023, as well as associated expenditures and I would plan to make any fourth quarter adjustments for 2022 that would be required.

RECOMMENDATION:

That the Board sign three originals of this Interagency Agreement with the Administrative Office of the Courts.

REVIEWED BY:


Mark McCauley, County Administrator


Date

Julie Shannon

From: Philip Hunsucker <PHunsucker@co.jefferson.wa.us>
Sent: Saturday, July 30, 2022 9:24 AM
To: Barbara Carr
Cc: Julie Shannon; Carolyn Gallaway; Adiel F. McKnight; Laura Mikelson
Subject: AOC - Juvy Services
Attachments: Administrative Office of the Courts (AOC) for Juvenile Services.lfe; Administrative Office of the Courts (AOC) for Juvenile Services - PAO SIGNATURE.pdf

Barb:

This contract has been approved. Please replace the signature page with the one attached.

Philip
pronouns: he/him/his



Philip C. Hunsucker

Chief Civil Deputy Prosecuting Attorney

Jefferson County Prosecuting Attorney's Office

P.O. Box 1220, Port Townsend, WA 98368

Ph: 360-385-9219 (direct)

All e-mail sent to this address has been received by the Jefferson County e-mail system and is therefore subject to the Public Records Act, a state law found at RCW 42.56. Under the Public Records law the County must release this e-mail and its contents to any person who asks to obtain a copy (or for inspection) of this e-mail unless it is also exempt from production to the requester according to state law, including RCW 42.56 and other state laws.

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Administrative Office of the Courts (AOC)

Contract No: JS/AOC FJCIP

Contract For: Family & Juv. Court Improvement Plan (FJCIP) Term: August 31, 2022 - June 30, 2023

COUNTY DEPARTMENT: Juvenile Services

Contact Person: Barbara Carr

Contact Phone: x190

Contact email: bcarr@co.jefferson.wa.us

AMOUNT: included in Budget for 2023

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):

Electronically approved by Risk Management on 7/27/2022.
State language - cannot change.

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



Board of County Commissioners
1820 Jefferson Street
PO Box 1220
Port Townsend, WA 98368

Kate Dean, District 1 Heidi Eisenhour, District 2 Greg Brotherton, District 3

August 10, 2022

Administrative Office of the Courts (AOC)
Attn: Kelly Warner-King, Project Manager
kelly.warner-king@court.wa.gov
PO Box 41170
Olympia, WA 98504-1170

Re: AGREEMENT re: Family and Juvenile Court Improvement Plan (FJCIP); In the Amount of \$31,000 approved in the 2023 Budget; Jefferson County Juvenile Services; Administrative Offices of the Courts (AOC)

Dear Ms. Warner-King,

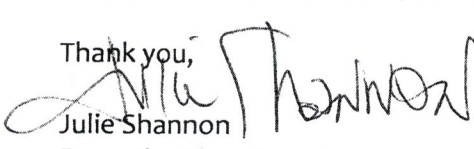
Enclosed are two (2) Originals re: **AGREEMENT** re: Family and Juvenile Court Improvement Plan (FJCIP); In the Amount of \$31,000 approved in the 2023 Budget; Jefferson County Juvenile Services; Administrative Offices of the Courts (AOC)

Please sign both (2) Originals. Keep one (1) Original for your own records and please return the *other signed Original* to the following address:

Jefferson County Commissioners Office
Attn: Julie Shannon
PO Box 1220
Port Townsend, WA. 98368

Please contact our office if you have any questions.

Thank you,


Julie Shannon

Executive Secretary II
Jefferson County Commissioners Office
360 385 9100
jshannon@co.jefferson.wa.us

Enclosure