

2023
ISLAND COUNTY COMMISSIONER'S WORK SESSION SCHEDULE
AUGUST 16, 2023

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: Join Zoom Meeting:
<https://tinyurl.com/ICWorkSession> **Meeting ID:** 957 0144 6335 **Passcode:** 969196
Dial by your location: +12532158782, 95701446335#, *969196# US (Tacoma)

9:00 a.m.	Superior Court
9:15 a.m.	Public Health
9:35 a.m.	Treasurer
9:55 a.m.	Community Development/Long Range Planning
10:25 a.m.	Public Works

NOON BREAK

1:00 p.m.	2024 Budget Workshop
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The Board of County Commissioners meets in Work Session routinely on the first three Wednesdays of each month (unless otherwise scheduled). Work Sessions are held in the Annex Building, Board of County Commissioner's Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work sessions are public meetings which provide an informal workshop format opportunity for the Board to review ongoing issues with individual departments and elected officials. This time is used for the Board to meet with other agencies, committees, and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

Written public comment is welcomed and can be directed to the Clerk of the Board by submitting it to CommentBOCC@islandcountywa.gov or j.roll@islandcountywa.gov. If you have questions regarding public comment you may call 360-679-7385. Written comments presented by members of the public are considered a public document and must be submitted to the Clerk of the Board.

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics and materials may be presented that are not included in a department's agenda. **If you are interested in reviewing those documents, please contact our office at 360-679-7354.**

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the Island County website or [click here](#).

NOTICE: Persons requiring auxiliary aids/services should call Island County Human Resources at 360- 678-7919, 629-4522 Ext. 7919, or 321-5111 Ext. 7919 – at least 24 hours prior to the meeting.



ISLAND COUNTY SUPERIOR COURT

WORK SESSION AGENDA

DATE: 8/16/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Megan Frazier, Administrator

Amount of time requested for agenda discussion. 15 minutes

Agenda Item No.: 1

**Subject: Interlocal Agreement ICA24156 (FJCIP) Washington State Administrative
Office of the Courts and Island County Superior Court**

Description: Discussion of grant to engage the services of the Court to improve and support family and Juvenile Court Operations.

Attachment: Interlocal Agreement ICA24156

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒ In process

Agenda Item No.: 2

**Subject: Consolidated contract 2363-48769 Washington State Department of Children,
Youth, and Families and Island County Superior/Juvenile Court**

Description: Discussion of consolidated contract to provide funds to support Juvenile probation services.

Attachment: Consolidated Contract 2363-48769

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒ In process

Agenda Item No.: 3

Subject: Interagency Agreement IAA24335 between Washington State Administrative Office of the Courts and Island County Juvenile Court for the Support of the CASA/Volunteer Guardian Ad Litem Program

Description: Discussion of interagency agreement IAA24335 around the provision of services for Juvenile dependency cases.

Attachment: Interagency Agreement IAA24335

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒

Agenda Item No.: 4

Subject: Interagency Agreement IAA24302 between Washington State Administrative Office of the Courts and Island County Juvenile Court for BECCA Programs and Services

Description: Discussion of interagency agreement IA24335 to provide funds for Truancy, At-Risk Youth, and Children in Need of Services programs.

Attachment: Interagency Agreement IAA24302

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒ In process

Agenda Item No.: 5

Subject: Program Agreement 2363-48865 between the State of Washington Department of Social and Health Services (DCYF) and Island County

Description: Discussion of Interagency Agreement 2363-48865 between Washington State Department of Child Youth and Families and Island County to fund evidence based treatment and training programs.

Attachment: County Program Agreement 2363-48865

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒ In process

INTERLOCAL AGREEMENT ICA24156
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Island 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 Island County Superior Court ("Court"). The AOC and the Court may each be referred to individually as a "Party" or collectively as the "Parties."

I. 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.

II. DESCRIPTION OF SERVICES

A. The Court will:

1. Assign a Chief Judge for the family and juvenile court for a minimum term of two (2) years;
2. 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;
3. Document that all court commissioners and judges serving in the county's FJCIP have completed a minimum of 30 hours of specialized training in dependency and family law related topics as required under RCW2.56.230;
4. Implement the principle of one judicial team hearing all of the proceedings in a case involving one family, especially in dependency cases;
5. 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;
6. Submit a spending plan detailing the intended use of funds received under this agreement to AOC by August 31, 2023;
7. Submit a report comparing actual expenditures with the submitted spending plan to AOC by June 30, 2024;

8. 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 FJCIP Core Component(s) are targeted.

B. The Court's local improvement plan shall:

1. Identify Family and Juvenile Court Improvement Tasks, projects and programs related system improvement in your dependency court system; Explain what the local improvement is and how it will enhance current court operations;
2. List the FJCIP Core Component(s) the local improvement is targeted to meet;
3. Describe potential barriers to implementing the local improvement;
4. Describe measurable outcomes for which data will be collected;
5. 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
6. Be finalized and provided to AOC by August 31, 2023.

C. 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, 2023 and March 31, 2024.

III. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2023 through June 30, 2024.

IV. COMPENSATION

- A. AOC shall reimburse the Court a maximum of \$53,202.00 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 AOC's Payables Department at 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.

V. REVENUE SHARING

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. 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 monies 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 A-19 to payables@courts.wa.gov between July 12, 2024 and August 1, 2024.

VI. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Washington State Legislature ("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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVII. 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.

XVIII. 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.

XIX. AGREEMENT MANAGEMENT

The individuals designated below shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

AOC Project Manager	Court Agreement Manager
Jennifer Nguyen PO Box 41170 Olympia, WA 98504 Jennifer.Nguyen@courts.wa.gov (360)890-5470	Megan Frazier PO Box 5000 Coupeville, WA 98239 m.frazier@islandcountywa.gov

This Agreement is executed by the persons signing below who warrant that they have the authority to execute it.

AGREED:

**ADMINISTRATIVE OFFICE
OF THE COURTS**

Signature _____ Date _____

Dawn Marie Rubio

Name

State Court Administrator

Title

Signature _____
Date _____

Name

Title

The Administrative Office of the Court**Island County**

Dawn Marie Rubio, Date
Administrator

Megan Frazier, Administrator Date
Island County Superior/Juvenile Court

Carolyn Cliff, Presiding Judge Date
Island County Superior Court

Melanie Bacon, Chair Date
Member, Board of County Commissioners

Jill Johnson, Member Date
Member, Board of County Commissioners

Janet St. Clair, Member Date
Chair, Board of County Commissioners

		<h2 style="text-align: center;">COUNTY PROGRAM AGREEMENT</h2> <h3 style="text-align: center;">Consolidated Contract</h3>		DCYF Agreement Number 2363-48769	
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number	
DCYF ADMINISTRATION Department of Children, Youth, and Families		DCYF DIVISION Children, Youth and Families		DCYF INDEX NUMBER 1222	
				CCS CONTRACT CODE 2072CS-63	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist			DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504		
DCYF CONTACT TELEPHONE (360)870-5727		DCYF CONTACT FAX Click here to enter text.		DCYF CONTACT E-MAIL karena.mcgovern@dcyf.wa.gov	
COUNTY NAME Island County		COUNTY DBA		COUNTY ADDRESS PO Box 5000 Coupeville, WA 98239-5000	
COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)		COUNTY CONTACT NAME Megan Frazier			
COUNTY CONTACT TELEPHONE (360) 678-7929		COUNTY CONTACT FAX		COUNTY CONTACT E-MAIL m.frazier@islandcountywa.gov	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2023		PROGRAM AGREEMENT END DATE 06/30/2025		MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibits	
<p>EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement:</p> <p><input checked="" type="checkbox"/> Exhibits (specify): <input checked="" type="checkbox"/> Exhibit A: Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities; <input checked="" type="checkbox"/> Exhibit B: Juvenile Court Block Grant; <input checked="" type="checkbox"/> Exhibit C: Detention Services</p> <p>The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.</p>					
COUNTY SIGNATURE (S)			PRINTED NAME (S) AND TITLE (S) Megan Frazier		DATE (S) SIGNED
DCYF SIGNATURE			PRINTED NAME AND TITLE		DATE SIGNED

General Terms & Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.

General Terms & Conditions

- n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.
 - o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
 - p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.
2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
 3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
 4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
 7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
 8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be

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settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with

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this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

- 14. Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

15. Maintenance of Records.

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

- 16. Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

- 17. Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Applicable federal and state of Washington statutes and regulations;
- b. This Agreement;
- c. The Program Agreement(s).

- 18. Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.

- 19. Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

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- 20. Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.
- 21. Subrecipients.**
- a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
 - b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
 - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

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- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

22. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

23. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

24. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

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25. Termination for Default.

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:
 - (1) Failed to meet or maintain any requirement for contracting with DCYF;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
 - (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

26. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property

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within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
- d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 27. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 28. Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 29. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contractor" means the County.
 - b. "DCYF" means the Department of Children, Youth, and Families.
 - c. "Emergency Health Care" means care, services, and supplies for an acute or unexpected health need that requires immediate evaluation or treatment by a health care practitioner.
 - d. "JR" means the Juvenile Rehabilitation which is under the DCYF.
 - e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
 - f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
 - g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.
2. **Background Checks**
 - a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
 - b. In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this Contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.
 - c. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:
 - (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
 - (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or
 - (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).
 - d. Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

Special Terms and Conditions

3. Sexual Misconduct

- a. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.
- b. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).
- c. In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:
 - (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
 - (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender
- d. If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

4. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

5. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

6. Billing and Payment

- a. If reports required under this Contract are delinquent, DCYF, JR may stop payment to the Contractor until such required reports are submitted to JR.
- b. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.
- c. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.

Special Terms and Conditions

- d. Under no circumstance shall the Contractor bill twice for the same services.
- e. The Contractor shall maintain backup documentation of all costs billed under this contract.
- f. If the Contractor bills and is paid fees for services that JR later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JR shall recover fees and the Contractor shall fully cooperate.

7. Compliance with JR Policies and Standards

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities**1. Purpose**

The purpose of this Agreement is to fund and support the program services described in the attached Statements of Work. The contract term begins July 1, 2023 and expires June 30, 2025.

2. Funding

As of July 1, 2023, the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2024-2025.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the State Fiscal Year Consolidated Contract 2022-2023 (DCYF No. 2163-22191) until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2024-2025 funding rate shall apply retroactively to July 1, 2023 and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies.

If the County has not properly accounted for the difference between the two rates by April 30, 2024, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statements of Work

As of July 1, 2023, the County is responsible for adhering to the Statements of Work described in the Exhibit B: Statement of Work – Juvenile Court Block Grant and Exhibit C: Statement of Work – Detention Services.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the State Fiscal Year Consolidated Contract 2022-2023 (DCYF No. 2163-22191) shall apply to all work performed under this agreement until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2024-2025 Statements of Work from that date forward.

4. Late Applications

If the County does not have a completed written application for funding approved by JR and signed by both parties by September 1, 2023, JR may discontinue reimbursement until the application is completed and approved.

STATEMENT OF WORK

Juvenile Court Block Grant

1. Purpose

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to County Juvenile Courts throughout the State of Washington to support Block Grant programs for juvenile offenders. These programs include, but are not limited to the following:

- Consolidated Juvenile Services At-Risk (CJS);
- Special Sex Offender Disposition Alternative (SSODA);
- Chemical Dependency and Mental Health Disposition Alternative (CDMHDA);
- Suspended Disposition Alternative (SDA),
- Community Juvenile Accountability Act (CJAA) – Evidence Based Programs (CJAA); and
- Promising Programs.

Program descriptions and requirements are outlined in the Block Grant Contract SFY 2023/24 Application, Budget, and Monitoring Instructions provided by the Juvenile Rehabilitation (JR).

2. General Requirements

The County Juvenile Court shall:

- a. Provide projects and services in compliance with the County's Block Grant Contract SFY 2024 – 2025 Application, Budget, and Monitoring Instructions (herein referred to as the "Application") and the County's Approved Response (herein referred to as the "Application Response");
- b. Administer the Washington State Juvenile Court Prescreen Assessment or full Risk Assessment to all youth on probation supervision in accordance with the timeline specified in the County's Application Response;
- c. Administer a Washington State Juvenile Court Risk Assessment to all youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high risk youth at the end of probation, in accordance with the timeline specified in the County's Application Response;
- d. Establish programs designed to impact the outcomes statewide by:
 - (1) Decreasing recidivism;
 - (2) Decreasing commitments to the JR; and
 - (3) Maintaining or increasing the number of committable youth receiving services in their community.
- e. Upon JR's request, provide JR and the Washington State Institute of Public Policy (WSIPP), with statistical risk assessment data necessary to determine program impacts on the statewide outcomes as agreed upon between JR and the County Juvenile Court;
- f. Consistent with RCW, provide JR with information necessary for the JR to provide oversight of the County Juvenile Court Block Grant, consistent with the responsibilities and duties of JR;

- g. Comply with all applicable local, state, and federal licensing and accreditation requirements and standards necessary in the performance of this Contract; and
- h. When licensing or other statutory requirements differ from contract requirements, meet whichever requirement imposes the higher standard. Any variance from licensing requirements shall require a licensing waiver.

3. Supervision and Programs

All supervision and program services performed by the County Juvenile Court under the terms of this Agreement shall be in conformance with the County's Application and the County's Application Response. The County shall provide all services in compliance with applicable RCW, WAC, and Appellate case law for the following programs within available resources:

- a. Consolidated Juvenile Services (CJS) At-Risk Programs – The County Juvenile Court shall provide services pursuant to RCW [13.06](#), [Chapter 110-710 WAC](#).
- b. Special Sex Offender Disposition Alternative (SSODA) – The County Juvenile Court shall provide services pursuant to RCW [13.40.162](#) and the following standards:
 - (1) In a timely manner – ideally upon order of the disposition and no longer than 30 days, pursuant to RCW 4.24.550, provide local law enforcement officials with all relevant information about offenders placed on the SSODA program. Additionally, for the purpose of risk level classification, provide Juvenile Rehabilitation with all relevant information for the End of Sentence Review Juvenile Subcommittee in accordance with RCW 72.09.345 for youth adjudicated for any registerable sex offense. This includes SSODA offenses and any other sex offenses that require registration. The Juvenile Risk Level Classification Process and Contact Information is hereby incorporated by reference.
 - (2) Provide a combination of services identified in the Sex Offender Treatment Provider assessment and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly Document in the case record reductions in the levels of supervision and support for such reductions.
- c. Chemical Dependency and Mental Health Disposition Alternative (CDMHDA)
 - (1) The county shall provide services pursuant to RCW [13.40.165](#) and the following standards:
 - (a) Utilize a Division of Behavioral Health and Recovery (DBHR) approved chemical dependency assessment as detailed in Attachment A of the County's Application;
 - (b) Include family service strategies and components; and
 - (c) Include random urinalysis testing.
 - (2) Courts may utilize deferred or stipulated order of continuance with CDMHDA eligible youth.
- d. Suspended Disposition Alternative (SDA) Services
 - (1) The County shall provide services pursuant to RCW [13.40.0357](#).
- e. Community Juvenile Accountability Act – Evidence Based Programs (CJAA)

The County will comply with the statewide Evidence-Based Quality Assurance plans and the following program standards:

(1) For Functional Family Therapy (FFT):

- (a) General precepts/practices contained in FFT, LLC. Initial 3-Day Training;
- (b) Assessment – Reporting Standards contained in FFT, LLC. 1-Day Systems Training;
- (c) Clinical feedback from FFT, LLC in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits;
- (e) Precepts – practices of FFT contained in Blueprints for Violence Prevention; and

(2) For Multi-Systemic Therapy (MST):

- (a) Precepts – practices of MST contained in Blueprints for Violence Prevention; and
- (b) General precepts – practices contained in training, consultation, and clinical oversight as overseen by MST Services.

(3) For Coordination of Services (COS):

- (a) General precepts and practices contained in the COS Statewide Manual;
- (b) Feedback from designated COS statewide Quality Assurance Specialist in on-going consultation and site visits; and

(4) Family Integrated Transitions (FIT):

- (a) Precepts/practices of FIT contained in University of Washington Program Manual; and
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington.
- (c) Clinical guidance as supplied by the University of Washington.

(5) Education and Employment Training (EET):

- (a) General precepts and practices contained in the EET Statewide Manual.
- (b) Feedback from designated EET statewide Quality Assurance Specialist in on-going consultation and site visits; and

f. Promising Programs

County Juvenile Courts may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

4. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

- (1) Parents and caregivers are supported to meet the needs of children and youth;
- (2) Youth school engagement;
- (3) High school graduation; and
- (4) Youth mental/behavioral health.

b. Quality & Outcomes Measures

The quality & outcome measures below only apply to Juvenile Court CMAP, EBPs and Promising Programs, which are described in Exhibit B: Statement of Work – Juvenile Block Grant. The Contractor shall participate in ongoing reporting, monitoring, and discussion with DCYF for the following quality measures:

Case Management Assessment Process (CMAP) – Quality Assurance Specialist

Goal	Probation staff will have regular access to a certified CMAP Quality Assurance Specialist
Metric	All juvenile courts will have a certified CMAP QAS, or access to one. Court has a certified CMAP QAS or access to one (100%)
Target	100%
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Case Management Assessment Process (CMAP) – Stage 1 Certification

Goal	Probation staff administering the risk/need assessment will be trained and certified in Stage 1 (Mapping) of CMAP.
Metric	All probation staff administering the risk/need assessment will be certified in Stage 1 (Mapping) of CMAP. 1 of 1 probation staff (100%) are certified in Stage 1 (Mapping)
Target	100%
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.

Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Promising Program Quality Assurance – Alternative Choice Training (ACT)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	ACT quality assurance standards include fidelity and competency rating standards for ACT trainers 2 ACT trainers are providing services, and 2 have a fidelity rating of 2.0, and 2 have a competency rating of 2.0. All ACT trainers have a combined average fidelity rating of 2.0, and competency rating of 2.0.
Target	All ACT trainers have a fidelity rating of 2.0, and a competency rating of 2.0; All ACT trainers have a combined average fidelity rating of 2.0, and competency rating of 2.0.
Reporting Requirement	The statewide ACT Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Completion Rates

Goal	Increase EBP completion rates from established baseline levels.
Metric	Successful EBP completions provide an early indication of success, and continuous improvement is the goal. Based on a three-year average (SFY20-22), the following are the established baseline program completion rates for your court: ACT: 80.0%
Target	Statewide Averages: ACT: 68.8% All courts that are below the statewide program completion rate average for an EBP will show annual incremental improvement. If a court is at or above the statewide program completion rate average for an EBP, annual incremental improvement is still desired.
Reporting Requirement	The Administrative Office of the Courts (AOC) will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to

	complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

c. Performance Improvement Plan

Performance Metrics will be reviewed quarterly by DCYF and the contractor. If the contractor does not meet the Performance Metric Target within the year, a Performance Improvement Plan will be required. If a contractor has multiple Performance Metrics that require a response, the contractor shall identify up to three (3) Performance Metrics for improvement planning.

5. Consideration

- a. The maximum consideration for this agreement is identified in the "County Juvenile Court Pass through Distribution SFY 2024/25", hereby incorporated by reference.

A revenue sharing process shall be made available during the latter part of the fiscal year for all counties participating in the Block Grant, provided funding is available or unless otherwise agreed upon by the JR and the Juvenile Court Administrators.

The full list of priorities for revenue sharing will be provided by the JR and developed in collaboration with the County Juvenile Courts. The County Juvenile Court shall submit their "Revenue Sharing Requests/Returns Form" to the Juvenile Court Programs Administrator and their respective Regional Administrators no later than May 15th or as agreed upon by the JR and Juvenile Court Administrators.

Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of an updated "County Juvenile Court Pass through Distribution SFY 2024/25". The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature.

- b. The Chemical Dependency and Mental Health Disposition Alternative (CDMHDA) reimbursement rates for treatment shall be based on the approved Managed Care Organization (MCO) reimbursement rates for treatment. The Juvenile Rehabilitation suggests that the courts request and receive a copy of the approved MCO reimbursement rates for treatment.
- c. The County Juvenile Courts shall not be reimbursed for youth placed on consecutive or combined CDMHDA sentences that exceed 12 months active supervision. UNLESS the offense date of an additional CDMHDA sentence occurs after the termination date of the preceding CDMHDA disposition OR the youth begins as a CDMHDA Local Sanction and then is sentenced to CDMHDA Committable for a new offense.

6. Billing and Payment

- a. Monthly invoices (A-19) are to be submitted to JR each month for services provided. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages. Invoices shall include the following documents provided by the JR and completed by the County:

(1) Required sentencing worksheets and Disposition Orders for SSODA, CDMHDA, and SDA Committable youth;

- (2) Monthly Program Updates for each Evidence Based Program and Promising Program;
 - (3) Roster Reports for local sanction and committable youth for all Disposition Alternatives, and
 - (4) Monthly Business Intelligence Tool (BIT) Summary Report for evidence-based programs.
- b. The County Juvenile Court may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.
 - c. Costs related to risk assessment may be billed in the formula of three (3) hours of the provider's time for each moderate to high-risk youth assigned to a probation caseload. Reassessment costs are not billable. Risk Assessment costs will be billed separately.
 - d. Costs incurred for direct treatment services may be billed for youth residing out of state whom are on a SSODA, CDMHDA, or SDA.
 - e. Costs incurred for supervision of youth on a SSODA, CDMHDA, or SDA may be billed for the actual time spent providing supervision at the rate of the probation counselor providing the supervision.
 - f. Detention costs, for up to 30 days per period of confinement and consistent with RCW 13.40.200, for SSODA, CDMHDA, and SDA committable offenders will be reimbursed at a rate no higher than that charged to other courts purchasing beds.
 - g. For SSODA, CDMHDA, and SDA programs, the County shall be eligible for reimbursement for supervision costs for up to 14 days following a youth being placed on absconder status and a warrant being issued. Program payment will be reinstated when the youth is apprehended.
 - h. Reimbursement for SSODA expenses may be for up to two years. If a youth is extended beyond two years, the juvenile court must provide JR with a court order documenting the extension. The court may continue to be reimbursed for SSODA expenses throughout the extension.
 - i. For CDMHDA programs, a chemical dependency inpatient treatment provider shall be reimbursed for services up to 72 hours following discharge, if a committable youth has been discharged from a subcontracted inpatient facility on a temporary basis and is expected to return, and/or if a committable youth has left the program against clinical advice and the bed is being held for readmission.
 - j. For CDMHDA programs, in the event of a revocation, the County shall be eligible for reimbursement for treatment services until the youth is committed to JR.
 - k. For CDMHDA programs, the County shall be eligible for reimbursement in the event of a new offense for up to 14 days from arrest. Payment is reinstated when the youth is placed back to active CDMHDA status.
 - l. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs shall remain with the agency providing services paid under this contract, include discrete, assignable activities, and cost necessary for overall management and support of a program.
 - m. The County must maintain backup documentation of all costs billed under this Block Grant Contract and provide this information as requested by the JR.

7. Racial and Ethnic Disparity Reporting

- a. Juvenile Courts shall continue to build on work to address Racial and Ethnic Disparities (RED) as it relates to RCW 13.06.050. This RCW applies to conditions for counties to receive state funds and includes a requirement to annually review and analyze racial disproportionality information.
- b. Juvenile Courts shall review their own data and processes to see if barriers are present regarding equity in access to juvenile court services. Juvenile Courts will identify areas in need of improvement. They will then create and implement an action-oriented plan to include strategies that will result in measurable improvements of the identified inequities in the Response to Application.

8. Items Incorporated by Reference

- a. County Juvenile Court Pass through Distribution SFY 2024 – 2025
- b. Block Grant Contract SFY 2024 – 2025 Application, Budget, and Monitoring Instructions and the County's Approved Application Response;
- c. Consolidated Juvenile Services Programs: [Chapter 110-710 WAC](#);
- d. RCW's [13.06](#); [13.40.162](#); [13.40.165](#); [71.24.615](#); [13.40.500](#);
- e. [Juvenile Offender Sentencing Standards \(13.40.0357\)](#); and
- f. Juvenile Risk Level Classification Process and Contact Information.

9. JR Program Contact Information

The primary program contact for Juvenile Court Block Grant for DCYF shall be:

Cory Redman
Juvenile Court Programs Administrator
Juvenile Rehabilitation
1500 Jefferson St. SE 98504-4570
360.480-1194
cory.redman@dcyf.wa.gov

STATEMENT OF WORK**Detention Services****1. Purpose**

To provide secure detention services to youth pending transportation to a JR residential facility that are:
1) state committed; 2) parole revoked; or 3) community facility transfers.

2. Contractor Obligations

a. The Contractor shall provide secure detention center services including care, custody, supervision, education, and recreation to the following JR youth while in detention:

(1) For youth who are committed to the State, the Contractor shall:

- (a) Make direct contact with the JR designated staff of commitment
- (b) Provide and make available to JR with the following information for each youth committed to JR:
 - i. Court Order
 - ii. Complete JR Sentencing Worksheet
 - iii. Information necessary to successfully transition the youth, including contact information for the youth's parents/guardian.
- (c) Detention stays become billable upon notification and receipt of the above documentation by JR (except when information is received on business days after 4:00 pm).

(2) Make available the following information for each youth committed to JR:

- (a) Information to the Court on the Offense
- (b) Police Reports on the Offense
- (c) Victim Witness Interviews (when completed for sex offenders)
- (d) Previous Reports to the Court (if available)
- (e) Incidents Reports from Current Detention Stays (if applicable)
- (f) Other Social File Materials (e.g., mental health reports, school information, etc.)

(3) For youth who are on parole revocation or, if applicable, a community facility transfer due to threats of health or safety of others.

3. Consideration

The Contractor shall be reimbursed at the rate of **\$150.00** per day, per youth for detention services. The Contractor shall be guaranteed the first day of detention services.

- a. For youth who are committed to the State, Billable days will be those days that the youth spends the night in the detention facility providing:
 - (1) JR staff is notified and receives the required information identified in 2.a. above and shall end upon release of the youth to a JR staff's custody;
 - (2) Notification and receipt of required information received on business days prior to 4:00 pm is billable; and
 - (3) However, notification and receipt of required information received after 4:00 pm Friday through the weekend is not billable until the following Monday (excluding holidays).
- b. For youth who are on parole revocation or a community facility transfer due to threats to health or safety of others, Billable days will be those days that the youth spends the night in the detention facility.
- c. Medical Cost of JR Detained Youth
 - (1) In addition to the per day bed rate, JR shall be responsible for medical costs other than the routine medical attention provided in detention incurred by the County. Except for emergency health care JR shall not pay for non-routine medical care unless the County obtains pre-approval from JR that the care is necessary.
 - (2) JR shall be responsible for any security costs for correctional staff required to safely transport and supervise the juvenile to necessary and approved off-site health care for further treatment. The County will coordinate with JR if a health care stay exceeds 24-hours so JR can make arrangements for ongoing security and custody.

4. Payment and Billing

The Contractor shall submit monthly A-19 Invoice Vouchers with supporting documentation to the JR Regional Office each month for services provided, which shall include:

- a. Name of youth;
- b. Date of admission to detention;
- c. Date and time of release from detention; and
- d. Number of billable days.

INTERAGENCY AGREEMENT IAA24335
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
ISLAND COUNTY JUVENILE COURT
FOR THE
SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Island County Juvenile Court (COURT).

I. PURPOSE

It is the purpose of this Agreement for the COURT to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(12) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

II. STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing the CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(13) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to the AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated into this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**.

Reporting schedule:

Period	Report Due
07/01/23 - 12/31/23	01/31/24
01/01/24 - 06/30/24	07/31/24

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Project Manager Sondra Hahn Sondra.Hahn@courts.wa.gov or (360) 705-5276.

III. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2023 regardless of the date of execution and it shall end on June 30, 2024, except for any remaining obligations of the COURT as may exist or terminated sooner as provided in this Agreement.

IV. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$41,530. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

V. BILLING PROCEDURE

The COURT will submit properly-completed Washington State form A-19 via email to AOC Financial Services at payables@courts.wa.gov or to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed A-19 and the detailed information outlined in the CASA/Volunteer GAL Monthly Detail Report (see Exhibit B). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

VI. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts and the program. 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 monies 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 A-19 to payables@courts.wa.gov so that it is received by August 1, 2024.

VII. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VIII. BACKGROUND CHECKS

The COURT shall:

- Ensure a criminal background check has been completed for all employees, CASAs/Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The AOC will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

IX. 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 AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

X. 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.

XI. 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.

XII. TERMINATION

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 work 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 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.

XIII. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute

Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

XIV. 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. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations

The Administrative Office of the Court

Island County

Christopher Stanley, Date
Chief Financial Management Officer

Megan Frazier, Administrator Date
Island County Superior/Juvenile Court

Carolyn Cliff, Presiding Judge Date
Island County Superior Court

Attest:

Melanie Bacon, Member Date
Board of Island County Commissioners

Clerk of the Board

Jill Johnson, Member Date
Board of Island County Commissioners

Janet St. Clair, Chair Date
Board of Island County Commissioners

and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the agreement if all parties agree to the amendment.

XIX. COUNTERPARTS

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

XX. AGREEMENT MANAGEMENT

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Project Manager	Contractor Project Manager
Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov (360) 705-5276	Megan Frazier Juvenile Court Administrator PO Box 5000 Coupeville, WA 98239-5000 m.frazier@islandcountywa.gov 360-678-7973

XXI. 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 deemed to exist or to bind any of the parties.

AGREED:

Administrative Office of the Courts

County Juvenile Court

Signature

Date

Signature

Date

Christopher Stanley, CGFM

Name

Name

**Chief Financial and Management
Officer**

Title

Title

EXHIBIT A

CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2024, this supporting documentation needs to be retained at the local level. In future fiscal years, AOC will require the supporting documentation be submitted with each reimbursement claim.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(12): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(13): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

The legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a county/court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

D. ROLES AND RESPONSIBILITIES

1. Project Manager

- Person designated to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance

- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central point of contact with the county/court
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement
- Forwards cost and budget questions received to the AOC Comptroller
- Reviews all reports required under the CASA/Volunteer GAL program agreement

3. Management Services Director

- Resolves policy and procedural issues related to CASA/Volunteer GAL program funding

4. AOC Comptroller

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits county/court to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves CASA/Volunteer GAL program agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits county/court and AOC for compliance with CASA/Volunteer GAL program

E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program must be kept locally. If employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Attorney – Invoice must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate

must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

4. Equipment

- Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the county/court and approved by the court administrator or county executive. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the CASA/VGAL program's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved by AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

- *Volunteers* can be reimbursed for meals at the destination per diem rates if in travel status during the full meal period (7-8 a.m. breakfast, noon-1 lunch, 4-5 p.m. dinner). There is no overnight or 3-hours beyond the normal work day "in travel status" requirement for volunteers to qualify for meal, mileage, and ferry reimbursement.
 - Supporting Documentation – All travel reimbursement requests must be kept locally for audit purposes.
 - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC for child advocate program costs.

Allocation of the funding is based on:

1. Caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

- Dependency Petition
- Dependency Review Hearing
- Dependency Review Hearing Order
- Dismissal Hearing
- Disposition Hearing-Use For Case type 7 Cases Only
- Fact Finding Hearing
- Fact-Finding And Disposition Hearing
- First Dependency Review Hearing
- First Dependency Review Hearing Order
- Order Of Dependency
- Order Of Dismissals
- Order Of Disposition
- Order Of Disposition On Dependency
- Order On Review Hearing
- Permanency Planning Hearing
- Permanency Planning Hearing Order
- Petition For Termination Of Parent-Child Relationship
- Review Hearing
- Shelter Care Hearing: Contested
- Shelter Care Hearing: Uncontested
- Shelter Care Orders
- Order Of Continuances
- General Order Code

2. Filings reported by three participating tribes: Kalispel Tribe of Indians, Spokane Tribe of Indians, and Yakama Nation. The data is given to the Comptroller by the AOC Project Manager from the tribes' 6-month reports.

The AOC Comptroller maintains an allocation spreadsheet. The caseload data is used to calculate a percentage of total statewide filings for each county and tribe, based on a moving average of four-year filings of each case type.

The percentages applied to the appropriation amount by fiscal year calculate the allocation amounts available to each CASA/Volunteer GAL program.

**State of Washington
Administrative Office of the Courts**

I, [AOC Comptroller name], have reviewed the CASA/Volunteer GAL program reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

- ☐ Documentation is in compliance with CASA/Volunteer GAL program cost reimbursement requirements.
- ☐ Documentation is **not** in compliance with CASA/Volunteer GAL program cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date

CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT EXHIBIT B

*Administrative Office of the Courts
(submit monthly with A-19 invoice)*

COUNTY/COURT
NAME: _____

MONTH & YEAR: _____

ADMINISTRATIVE

Computer Set-Up
CASA/WACAP Membership Dues

Total \$ _____ -

STAFF/FTE

Salaries
Benefits

Total \$ _____ -

CONTRACTS/ SERVICE DELIVERY

Advertising

Total \$ _____ -

GOODS/SERVICES

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total \$ _____ -

TRAVEL

- Mileage
- Per Diem
- Other (Registrations fees)

Total \$ _____ -

GRAND TOTAL

\$ _____ -

INTERAGENCY AGREEMENT IAA24302
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
ISLAND COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Island County Juvenile Court (Contractor).

I. PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to administer Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Contractor under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Contractor.

II. STATEMENT OF WORK

The Contractor will administer Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide the number of petitions broken down as follows:

- A. CHINS petitions;
- B. ARY petitions; and,
- C. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this Agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the "Becca Bi-Annual Report to AOC".

Reporting schedule:

Period	Report Due
07/01/23 - 12/31/23	01/31/24
01/01/24 - 06/30/24	07/31/24

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Project Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276.

III. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is **July 1, 2023** regardless of the date of execution and it shall end on **June 30, 2024**, except for any remaining obligations of the Contractor as may exist.

IV. COMPENSATION

- A. Contractor shall be reimbursed a maximum of \$59,354 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement.
- B. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing and case management of CHINS, ARY and Truancy referrals/petitions. Contractor shall use BECCA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.
- C. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (Exhibit B) is received and approved by AOC.
- D. If this Agreement is terminated, Contractor 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. Contractor shall submit invoices to AOC monthly.
- F. Payment will be made by the AOC upon receipt of a properly-completed Washington State form A-19 and Becca Monthly Detail Report (Exhibit B). Invoices are to be sent via email to AOC Financial Services at payables@courts.wa.gov. AOC will remit payment to the Contractor in a total amount not to exceed the value of this agreement
- G. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- H. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- I. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

V. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in

the program. 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 monies 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 A-19 to payables@courts.wa.gov so that it is received by August 1, 2024.

VI. OTHER PROVISIONS FOR SERVICES

- A. **Background Check/Criminal History**
In accordance with Chapters 110-700 WAC, and RCW 43.43.830, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and/or subcontractor is suitable for access to clients/juveniles.

By signing this agreement, Contractor affirmatively acknowledges that it has met these requirements. Contractor shall document the background check/criminal history clearance process it employs.

- B. **Sexual Misconduct**
Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sex Offenses."

VII. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The

receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VIII. 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 AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

IX. 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.

X. 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. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

XI. TERMINATION

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 specifying the effective date thereof, at least five (5) calendar days prior to such date. If this Agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

B. Termination for Cause

If 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 party.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

XIII. 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. Statement of work; and
- C. Any other provisions of the Agreement including materials incorporated by attachment or reference.

XIV. 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.

XV. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the Agreement as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this Agreement.

XVI. COUNTERPARTS

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed.

The parties agree that signed digital, electronic, or scanned copies of documents will be given full effect as if an original.

XVII. AGREEMENT MANAGEMENT

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Project Manager	Contractor Project Manager
Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov (360) 705-5276	Megan Frazier Juvenile Court Administrator 1 NE 7th St Coupeville, WA 98239 m.frazier@islandcountywa.gov 360-678-7929

XVIII. 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.

AGREED:

THE ADMINISTRATIVE OFFICE OF THE COURTS

COUNTY JUVENILE COURT

<i>Signature</i>	<i>Date</i>
Christopher Stanley, CGFM	
<i>Name</i>	
Chief Financial and Management Officer	
<i>Title</i>	

<i>Signature</i>	<i>Date</i>
Megan Frazier	
<i>Name</i>	
<i>Title</i>	

EXHIBIT A

BECCA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for Becca reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2024, this supporting documentation needs to be retained at the local level. In future fiscal years, AOC will require the supporting documentation be submitted with each reimbursement claim.

B. GENERAL

Becca allowable costs are only those costs associated with “processing and case management of truancy, children in need of services, and at-risk youth referrals.” See [ESSB 5187 Section 114 \(2\)\(a\) and \(b\) \(2023\)](#).

The guidelines below take into consideration the financial needs of courts for processing and case management of Becca referrals and allows for reimbursement for expenses related to such activities. These guidelines are consistent to the legislative restrictions and guidelines placed on Becca funding.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the Becca contract according to its terms including report preparation, scope of work, and performance
- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central contact with the court
- Approves invoices and submitted supporting documentation for Becca reimbursement
- Forwards cost and budget questions received from the courts to the AOC Comptroller
- Reviews all reports required under the Becca agreement

3. Management Services Director

- Resolves policy and procedural issues related to Becca funding

4. AOC Comptroller

- Determines Becca annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits Courts to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves Becca agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with Becca

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding Becca processing and case management must be kept locally. A judicial officer computation rate will be supplied by AOC, and will be the same for all superior court judges or pro tems hearing Becca cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g. clerks, court project managers, Becca counselors or case managers, office staff) payroll record/time and attendance records related to the processing and case management of a Becca referral must be kept locally. If the employee is not assigned fulltime to Becca then compensation reimbursement must be proportioned to the amount of time the employee processes Becca referrals and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on Becca. Document the process for determining the amount of time the person(s) spend on Becca duties. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to

determine the rate. Documentation must be on file locally and available to AOC and State Auditor. The vendor invoices must also be on file locally.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the filing, processing, case management, or direct services related to Becca cases and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Defense Attorney – Invoice must identify the specific Becca cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Prosecutor - Invoice to include a breakdown of billable hours/rates working on filed Becca cases or invoice based on a per Becca petition cost to process along with rationale and explanation on how petition cost was determined. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for Becca case processing or management and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must be on file locally.

4. Equipment

- Actual Costs - Reimbursement request does not need to include the vendor invoice if directly related to Becca; however, it must be kept locally and equipment is used solely for case processing or management. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total

maintenance costs. Vehicle and other high cost items are not allowable purchases.

- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform Becca work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual Becca Conference is provided, not to exceed the published AOC travel and per diem rates.

6. Travel

- Travel/Expense Vouchers for travel to and from the annual Becca Conference and services specifically related to Becca case processing or management. Reimbursement is limited to the published AOC travel and per diem rates.
 - Supporting Documentation –All travel reimbursement requests must be kept locally for audit purposes.
 - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

7. Detention

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the “actual” daily detention costs. If billing occurs based on a daily rate, records of actual costs should be kept on file to substantiate daily rate. If a rate is used for billing, the rate calculation must be kept locally for audit purposes.

Becca Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC to offset the costs associated with the processing and case management of Becca referrals. In the 2023-2025 Biennium, the appropriations equal \$7 million per fiscal year.

The Legislature also provides the following direction through budget proviso:

“The administrator for the courts, in conjunction with the juvenile court administrators, shall develop an equitable funding distribution formula. The formula must neither reward counties with higher than average per-petition/referral processing costs nor shall it penalize counties with lower than average per-petition/referral processing costs.”

Allocation of the funding is based on calendar year caseload data from each county for CHINS, ARY, and Truancy filings. The CHINS and ARY filing data is available through the online Caseloads of the Courts of Washington Reports. The source of Truancy filings is a query from the Judicial Information System (JIS)/EDR Statewide database and limited to 0-16 year-olds.

The AOC Comptroller maintains an allocation spreadsheet. The calculation is as follows:

- Sums three years of CHINS and ARY filings and calculates a percentage of the total for each county.
- Sums three years of Truancy filings limited to 0-16-year-olds and calculates a percentage of the total for each county.
- Applies a weighted allocation to the total funding, 46 percent of the CHINS and ARY / 54 percent of the Truancy filings. Allocates the total available funding based upon the weighted allocation percentage.
- A small county base is established at \$5,000. Where counties' weighted allocation results in less than \$5,000 for the fiscal year, then those allocations are set at \$5,000 and all other counties' weighted allocations are lowered to cover the small county base.
- Additionally, for FY 2024, adjustments were made to the formula in response to the impacts of the COVID 19 Pandemic on case filings. The adjustments were to exclude 2020 and 2021 filings and implement a 5 percent stop-loss. These changes were recommended by the Washington Association of Juvenile Court Administrators and approved by the State Court Administrator. The recommendation is included as an attachment to these guidelines.

Audit Process

The AOC Comptroller will periodically audit court Becca reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to Becca reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of Becca in that county.

Following this review, the AOC Comptroller (or designee) will contact the court if reimbursement request(s) do not meet the criteria and file the attached report in the AOC Becca audit file. See next page for sample report.

**State of Washington
Administrative Office of the Courts**

I, [AOC Comptroller name], have reviewed the Becca reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

☐ Documentation is in compliance with Becca cost reimbursement requirements.

☐ Documentation is **not** in compliance with Becca cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date

n:\programs & organizations\wajca\contracts\exhibit as & bs (and old cs-reporting)\exhibit a becca cost guidelines 2023.docx



THE WASHINGTON ASSOCIATION OF JUVENILE COURT ADMINISTRATORS

EXECUTIVE BOARD

TORI PETERSON
President
Spokane County Juvenile Court

TJ BOHL
President-Elect
Pierce County Juvenile Court

DAVID REYNOLDS
Immediate Past President
Whatcom County Juvenile Court

SUHAIL PALACIOS
Secretary
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LINNEA ANDERSON
San Juan County Juvenile Court

PAUL DANIELS
King County Juvenile Court

JODY JACOBSEN
Clallam County Juvenile Court

IDA KEELEY
Snohomish County Juvenile Court

KATRINA MANKUS
Kittitas County Juvenile Court

JACK MURPHY
Douglas County Juvenile Court

DENNIS RABIDOU
Okanogan County Juvenile Court

CANDI SHUTE
Yakima County Juvenile Court

CHRIS SIMONSMIEIER
Clark County Juvenile Court

COREY STEPHENS
Chelan County Juvenile Court

2021-2022
WAJCA PRESIDENT'S AWARD
Candi Shute, Yakima County

WAJCA JCA OF THE YEAR
David Reynolds, Whatcom County

June 6, 2023

TO: Dawn Marie Rubio, Christopher Stanley, and Wajca Members

FROM: TJ Bohl and Chris Simonsmeier, Wajca Finance Committee Co-Chairs

RE: BECCA FUNDING

Context:

The state legislature provides \$7 million a year in funding to juvenile courts for the petition filing provisions in the Becca Bill (RCW 26A.225.030). This funding is intended to support the processing of truancy petitions, child in need of services (CHINS) petitions, and at-risk youth (ARY) petitions.

In 2016 the legislature passed HB2449, which required in part the creation and implementation of Community Truancy Boards and directs juvenile courts enter a Memorandum of Understanding with all schools within the court's jurisdiction to establish practices that offer a "coordinated and collaborative approach to address truancy". The current funding distribution formula by which BECCA dollars are allocated to the juvenile courts through the Administrative Office of the Courts (AOC) relies solely on the number of petitions filed with the court and does not account for the collaborative and often informal approaches that have evolved since 2016. Juvenile courts have become much more involved in school re-engagement support prior to the formal legal filing of a petition.

The Washington Association of Juvenile Court Administrators (Wajca) is a statewide organization of administrators who are responsible for managing civil and offender juvenile court operations in Washington Courts. As an organization, Wajca is committed to the following principles in serving youth under the Becca Bill:

- ✓ Adolescence is a critical period of brain development that creates an opportunity to reduce negative outcomes and encourage positive behaviors that can support a positive trajectory into adulthood.
- ✓ Students experiencing chronic absenteeism represent a population of youth at risk of negative outcomes based on several factors, including social issues, disproportionality, homelessness, substance abuse, mental health, sexual exploitation, and adverse child experiences.
- ✓ Chronically truant students deserve a system of case management, based on assessment and targeted interventions, that is responsive to the needs of truant youth and that can be evaluated for effectiveness.
- ✓ Collaborative community, court, and school-based interventions provide a relevant context for intervention and will be utilized as much as possible.
- ✓ Resources should be directed to truant students who demonstrate the highest needs, are cross-system involved, or who are at crucial points of transition to avoid potential or further criminal justice involvement.

STEADFAST COMMITMENT TO YOUTH AND FAMILIES - TRANSFORMING OBSTACLES TO OPPORTUNITIES

WAJCA and AOC Leadership
June 6, 2023
Page 2

The COVID-19 pandemic significantly disrupted our schools and student disengagement was alarming. As part of the pandemic response, OSPI suspended truancy filings from August 13, 2020 through the end of the 2021 school year. As a result, the BECCA funding was rendered ineffective.

The BECCA dollars are allocated to juvenile courts based upon the number of petitions filed. Given the outlined challenges with the filing of truancy petitions in the 2020/2021 school year, AOC and WAJCA collaborated to identify the most appropriate path forward to ensure resources were available to local jurisdictions. Essentially, the funding formula was not refreshed for the 2021/2022 or 2022/2023 school years and instead the allotments were kept congruent with the 2019/2020 school year. This change afforded the juvenile courts the capacity to connect with schools and support young people and families who were struggling with attendance with or without a formal petition being filed.

In alignment with our principles listed above and in compliance with HB2449, juvenile courts continue to work diligently to partner with local school districts to improve enrollment and attendance in school programs. The challenges and stressors related to COVID-19 have affirmed the critical partnerships and collaborative efforts between school districts and juvenile courts. The juvenile courts recognize that school involvement is a critical protective factor against delinquency. The juvenile courts and school districts remain concerned for the young people who face significant social, emotional, and economic barriers to school involvement and are most vulnerable in our communities.

Proposed Recommendations:

After careful consideration, WAJCA respectfully recommends discontinuing the freeze on our BECCA funding formula. WAJCA and AOC have been working together to determine a path forward that is consistent, reliable, and lessens the dramatic impacts of lifting the formula freeze.

More specifically, WAJCA members voted unanimously in favor of the Finance Committee and Executive Board recommendation to base the FY 24 allocations on calendar years 2018, 2019, and 2022 petition filing data with a 5% stop loss applied, and the 2020 and 2021 calendar year data should be permanently omitted from the Becca funding formula.

cc: Sondra Hahn, AOC
Angie Wirkkala, AOC

BECCA MONTHLY DETAIL REPORT

Exhibit B Report

Administrative Office of the Courts
(submit monthly with A-19 invoice)

COURT: _____

MONTH/YEAR: _____

STAFF/FTE

- Judicial officer salary & benefits
- Other court staff salary & benefits

Total \$ -

PROFESSIONAL SERVICES

- General vendor services
- Defense attorney
- Other (specify)

Total \$ -

GOODS

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total \$ -

EQUIPMENT

- Computer Set-Up
- Other (specify)

Total \$ -

TRAINING

- Becca-specific

Total \$ -

TRAVEL

- Mileage
- Per Diem

Total \$ -

DETENTION

- Daily rate detention costs or actual costs

Total \$ -

GRAND TOTAL

\$ -

	<p align="center">COUNTY</p> <p align="center">PROGRAM AGREEMENT</p> <p align="center">Evidence Based Expansion</p>		DCYF Agreement Number 2363-48865
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.			Administration or Division Agreement Number County Agreement Number
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF INDEX NUMBER 1222	DCYF CONTRACT CODE 2073CS-63
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504	
DCYF CONTACT TELEPHONE (360)870-5727	DCYF CONTACT FAX Click here to enter text.	DCYF CONTACT E-MAIL karena.mcgovern@dcyf.wa.gov	
COUNTY NAME Island County		COUNTY ADDRESS PO Box 5000 Coupeville, WA 98239-5000	
COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)		COUNTY CONTACT NAME Megan Frazier	
COUNTY CONTACT TELEPHONE (360) 678-7929	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL m.frazier@islandcountywa.gov	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No			CFDA NUMBERS
PROGRAM AGREEMENT START DATE 07/01/2023	PROGRAM AGREEMENT END DATE 06/30/2025	MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibit B	
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A: Evidence-Based Expansion Contract Term, Reimbursement Procedures, and Program Responsibilities; Exhibit B: Statement of Work; Exhibit C: Monthly Project Update Form; Exhibit D: Monthly Reimbursement Request Form; and Exhibit E: Quarterly Target Update Form			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.			
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S) Megan Frazier	DATE(S) SIGNED
DCYF SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED

General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
- a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.
 - n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.

General Terms and Conditions

- o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
- p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.
- 2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
- 3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
- 4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- 5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
- 7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
- 8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15)

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business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any

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Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.
15. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
 - a. Document performance of all acts required by law, regulation, or this Agreement;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.
16. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
17. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - a. Applicable federal and state of Washington statutes and regulations;
 - b. This Agreement;
 - c. The Program Agreement(s).
18. **Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.
19. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.
20. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its

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proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.

21. Subrecipients.

- a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
- b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
 - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

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22. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

23. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

24. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

25. Termination for Default.

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:

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- (1) Failed to meet or maintain any requirement for contracting with DCYF;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
- (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

26. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

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- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
- d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 27. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 28. **Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 29. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

EXHIBIT A**Evidence-Based Expansion (EBE) Contract Term, Reimbursement Procedures,
and Program Responsibilities****1. Contract Purpose**

The purpose of this Agreement is to fund and support the program services described in the attached Statement of Work. The contract term begins July 1, 2023 and expires June 30, 2025.

2. Funding

As of July 1, 2023 the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2024-2025.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the EBE Contract SFY 2022-2023 (DCYF Contract No. 2163-21941) until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2024-2025 funding rate shall apply retroactively to July 1, 2023 and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies.

If the County has not properly accounted for the difference between the two rates by April 30, 2024, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statement of Work

As of July 1, 2023, the County is responsible for adhering to the requirements described in [Exhibit B: Statement of Work - Evidence Based Expansion](#).

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the EBE Contract SFY 2022-2023 (DCYF Contract No. 2163-21941) shall apply to all work performed under this agreement until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2024-2025 Statement of Work from that date forward.

4. Late Applications

If the County does not have a completed written application for funding approved by JR and signed by both parties by September 1, 2023, JR may discontinue reimbursement until the application is completed and approved.

EXHIBIT B

STATEMENT OF WORK

Evidence Based Expansion

1. Definitions

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Client" means any child or adult who is authorized services by DCYF.
- b. "County" means the Contractor.
- c. "DCYF" means the Department of Children, Youth, and Families.
- d. "JR" means Juvenile Rehabilitation, a program under DCYF.
- e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
- f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
- g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.

2. Purpose

As mandated by the Washington State Legislature, the purpose of this Contract is to provide funding to expand evidence based treatment and training programs administered by local juvenile courts. The expanded programs include:

- Functional Family Therapy (FFT);
- Multi-Systemic Therapy (MST);
- Coordination of Services (COS); and
- Education and Employment Training (EET).

3. General Requirements

Upon approval of the County Juvenile Court's Approved Evidence Based Expansion Application Response, the County Juvenile Court shall:

- a. Provide projects and services in compliance with the County Juvenile Court's Approved Evidence Based Expansion Application Response to the Rehabilitation Administration's Juvenile Rehabilitation (JR) Evidence Based Expansion Solicitation;
- b. Administer a Washington State Juvenile Court prescreen or full risk assessment to participating youth. Youth who are moderate to high risk on the prescreen assessment must receive a full assessment. All moderate to high risk youth must receive a reassessment at the end of probation, in accordance with the timeline specified in the County Juvenile Court's Approved Evidence Based Application Response; and

- c. Ensure compliance with existing Community Juvenile Accountability Act (CJAA) State Quality Assurance Programs for the following programs: Functional Family Therapy; Multi-systemic Therapy, Coordination of Services; and Education and Employment Training.

4. Intervention Programs

- a. Functional Family Therapy, Multi-systemic Therapy, Coordination of Services, and Education and Employment Training.
- b. The County Juvenile Court must serve the number of youth at the cost budgeted and as detailed in the County Juvenile Court's Approved Evidence Based Application Response. If the County Juvenile Court anticipates a deviation from any aspect of its Application Response, it must submit a written request for prior approval to the JR Juvenile Court Treatment Programs Administrator. Service delivery must be based on and adhere to the following specifications:

(1) For Functional Family Therapy (FFT):

- (a) General precepts/practices contained in FFT, LLC Initial 3-Day Training;
- (b) Assessment/Reporting Standards contained in FFT, LLC 1-Day Systems Training;
- (c) Clinical feedback from FFT LLC in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits; and
- (e) Precepts/practices of FFT contained in Blueprints for Violence Prevention.

(2) For Multi-systemic Therapy (MST):

- (a) Precepts/practices of MST contained in Blueprints for Violence Prevention; and
- (b) General precepts/practices contained in training, consultation, and clinical oversight as overseen by MST Services.

(3) For Coordination of Services (COS):

- (a) Precepts and practices contained in Coordination of Services Statewide Manual; and
- (b) General Precepts and practices contained in the Coordination of Services initial training.

(4) Employment Education and Training (EET):

- (a) General precepts and practices contained in the EET Statewide Manual; and
- (b) Feedback from designated EET statewide Quality Assurance Specialist in on-going consultation and site visits.

- c. For the interventions listed above, the Juvenile Court shall comply with:

- (1) The Washington State Institute for Public Policy (WSIPP) evaluation design for CJAA (see CJAA: Program Evaluation Design, WSIPP November 1998). WSIPP will evaluate recidivism effects as well as the costs and benefits of the programs. The County Juvenile Court shall participate with all parties to ensure effective program evaluation.

- (2) [RCW 13.40.500 through 13.40.550](#) which requires County Juvenile Courts to collect the name, date of birth, gender, social security number, and Juvenile Information System (JUVIS) number for each juvenile enrolled in the Evidence Based Expansion Program (EBP).

5. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

- a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

- (1) Parents and caregivers are supported to meet the needs of children and youth;
- (2) Youth school engagement;
- (3) High school graduation; and
- (4) Youth mental/behavioral health.

- b. The performance metrics below only apply to Juvenile Court EBP's which are further described in this Statement of Work.

Evidence-Based Program Quality Assurance – Coordination of Services (COS)

Goal	All EBPs implemented in juvenile courts must meet established quality assurance standards.
Metric	COS quality assurance standards include fidelity and competency rating standards for the Manager/Facilitator/Coordinator (MFC). MFC has a fidelity rating of 2.0, and a competency rating of 2.1
Target	COS MFC has a fidelity rating 2.0, and a competency rating of 2.0
Reporting Requirement	The statewide COS Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Quality Assurance – Functional Family Therapy (FFT)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	FFT quality assurance standards include fidelity and competency rating standards. 1 FFT therapists are providing services, and 1 have a dissemination adherence rating of 4.0, and 1 have a fidelity rating of 3.0.

	All FFT therapists have a combined average dissemination adherence rating of 5.6, and a fidelity rating of 5.4.
Target	All FFT therapists have a dissemination adherence rating of 4.0, and a fidelity rating of 3.0; All FFT therapists have a combined average dissemination adherence rating of 4.0, and a fidelity rating of 3.0.
Reporting Requirement	The statewide FFT Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Completion Rates

Goal	Increase EBP completion rates from established baseline levels.
Metric	Successful EBP completions provide an early indication of success, and continuous improvement is the goal. Based on a three-year average (SFY20-22), the following are the established baseline program completion rates for your court: COS: 91.5%; FFT: 47.5%
Target	Statewide Averages: COS: 93.3%; FFT: 59.2% All courts that are below the statewide program completion rate average for an EBP will show annual incremental improvement. If a court is at or above the statewide program completion rate average for an EBP, annual incremental improvement is still desired.
Reporting Requirement	The Administrative Office of the Courts (AOC) will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

c. Performance Improvement Plan

Performance Metrics will be reviewed quarterly by DCYF and the contractor. If the contractor does not meet the Performance Metric Target within the year, a Performance Improvement Plan will be required. If a contractor has multiple Performance Metrics that require a response, the contractor shall identify up to three (3) Performance Metrics for improvement planning.

6. Consideration

The maximum consideration for the Evidenced Based Expansion program for SFY24-25 is identified in the "Juvenile Court Evidence Based Expansion Funding Awards SFY24-25" list, incorporated by reference below in Section 11 of this Statement of Work.

- a. Under expenditures in SFY24 may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of SFY24 and SFY25 for all counties participating in Evidence Based Expansion contracts, provided funding is available.
- b. The full list of priorities is detailed in the "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application". County Juvenile Courts shall submit the JR provided "Revenue Sharing Requests/Returns Form" to the JR Juvenile Court Treatment Programs Administrator no later than May 15th of each fiscal year. Late submittals shall not be considered, unless otherwise mutually agreed upon. Revenue sharing increases and decreases will be awarded by distribution of a revised "Juvenile Court Evidence Based Expansion Funding Awards SFY24-25 list. The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature."
- c. JR will review utilization by January 1st each fiscal year. If the County Juvenile Court has significantly exceeded their proposed cost per participant as detailed in their "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", the Juvenile Court Treatment Programs Administrator and CJAA Advisory Committee shall intervene and develop a work plan with the County Juvenile Court to maintain compliance with their proposed cost per participant.
- d. The cost per participant is determined in the "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", incorporated herein by reference."
- e. Reimbursable costs include staff salaries, staff benefits, training, fees, quality assurance where appropriate, and local expenditures on administration.
- f. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs include discrete, assignable activities and cost necessary for overall management and support of a program.

7. Payment and Billing

- a. DCYF shall pay the County upon acceptance by DCYF of a properly completed Invoice Voucher (A-19), or other JR pre-approved invoice document, and the required monthly project forms. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages.
- b. The following Deliverables must be attached with the Invoice Voucher (A-19) and completed before payment will be made by JR:
 - (1) Monthly Project Update Form. Use Exhibit C – Monthly Project Update Form. Submit a separate Update Form for each intervention program (FFT, MST, COS and EET);
 - (2) Monthly Reimbursement Request Form. Use Exhibit D – Monthly Reimbursement Request Form. Submit a separate Update Form for each intervention program (FFT, MST, COS and EET);
 - (3) Quarterly Target Update Form. Use Exhibit E – Quarterly Target Update Form. Submit a separate Target Update Form for each intervention program (FFT, MST, COS and EET) to JR within 15 days following each fiscal quarter being reported on. This form does not need to be submitted with the monthly Invoice Voucher (A-19); and
 - (4) Completed Monthly Business Intelligence Tool (BIT) EBP Summary Report.

- c. The County Juvenile Court agrees to accept payment as outlined in this Billing and Payment Section of the Contract as total and complete remuneration for services provided to offenders under this Contract. This does not preclude the County from seeking other funding sources. No indirect costs are allowed.
- d. The County Juvenile Court shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this Contract.
- e. Under no circumstance shall the County Juvenile Court bill twice for the same services.
- f. The County Juvenile Court shall maintain backup documentation of all costs billed under this Contract.
- g. Stop Payment. If reports required under this Contract are delinquent, JR may stop payment to the County Juvenile Court until such required reports are submitted to JR.

8. County Compliance

a. Subcontractors

If the County Juvenile Court utilizes subcontractors for the provision of services under this Contract, the County Juvenile Court must notify the JR Juvenile Court Treatment Programs Administrator in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County Juvenile Court for any breach of performance.

b. Other Provisions

The County Juvenile Court shall comply with the following other provisions for all services provided under this Contract.

(1) Background Check/Criminal History

- (a) This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
- (b) In accordance with Chapters 388-700 WAC (JR -Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this contract, the County and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, the County, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.
- (c) By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:
 - i. Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
 - ii. Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or

- iii. Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

(2) Sexual Misconduct

- (a) Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.
- (b) By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).
- (c) In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:
- (d) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (e) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender
- (f) If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

9. Compliance with JR Policies and Standards

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

10. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

11. Items Incorporated by Reference

- a. [RCW 13.40.500 – 13.40.550](#);
- b. [Juvenile Disposition Sentencing Standards](#);
- c. [Evidence-Based Public Policy Options to Reduce Future Prison Construction \(October 2006\)](#);
- d. [Providing Evidence-Based Programs with Fidelity in Washington State Juvenile Courts: Cost Analysis](#); and
- e. The County's SFY 2024-2025 Washington State Juvenile Court Evidence Based Expansion Application.

12. JR Program Contact Information

The primary program contact for this Contract for DCYF shall be:

Robert Leonard
Program Administrator
Juvenile Rehabilitation
1115 Washington St. SE 98504-4570
206.639.6009
Robert.Leonard@dcyf.wa.gov

EXHIBIT C

Juvenile Court Evidence Based Expansion
MONTHLY PROJECT UPDATE FORM SFY24-25

The following information must be submitted on the Monthly Project Update Form, as provided by JR, for each type of intervention (FFT, MST, COS and EET) and attached to an Invoice Voucher Form A-19 when submitting requests for payment to JR:

- a. County Name
- b. Month/Year of Service
- c. The court's projected number of youth who will start the program for the current fiscal year
- d. The number of youth who started the program during this month (Youth shall only be counted as a starter one time per evidence based program per probation obligation)
- e. The total number of youth who started the program since the beginning of the current fiscal year
- f. The number of youth who have successfully completed the program during this month
- g. The number of youth who have successfully completed the program since the beginning of the current fiscal year
- h. The total number of youth who are still active in the program and have not completed as of the end of this month
- i. The Total Reimbursement for the program since the beginning of the current fiscal year
- j. The County's current cost per youth for the program
- k. Program Comments (include barriers to getting youth to start the programs and/or any opportunities to expand the programs)

EXHIBIT D

Juvenile Court Evidence Based Expansion
MONTHLY REIMBURSEMENT REQUEST FORM SFY24-25

Attach completed Form(s) to an Invoice Voucher Form (A-19) when submitting requests for payment to JR. Note: Complete a separate MONTHLY REIMBURSEMENT REQUEST FORM for each type of intervention (FFT, MST, COS and EET).

COUNTY	MONTH/YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)

COSTS THIS MONTH

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<u>Administrative (not to exceed 15%)</u>	\$ _____
TOTAL COST	\$ _____

EXHIBIT E

Juvenile Court Evidence Based Expansion
QUARTERLY TARGET UPDATE FORM SFY24-25

Submit completed Form(s) to JR within 15 days following each fiscal quarter being reported on. Note: Complete a separate QUARTERLY TARGET UPDATE FORM for each type of intervention (FFT, MST, COS and EET).

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)
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PROPOSED QUARTERLY TARGETS

FIRST QUARTER: JUL – SEP	SECOND QUARTER: OCT – DEC	THIRD QUARTER: JAN – MAR	FOURTH QUARTER: APR – JUN
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ACTUAL QUATERLY TARGETS

1. _____	is the number of youth who <i>participated</i> in the project for the quarter being reported.
2. _____	is the number of youth who <i>completed</i> the project for the quarter being reported.

BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION

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IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION

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ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

DATE: 8/16/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Shawn Morris, Public Health Director

Amount of time requested for agenda discussion. 20 mins

DIVISION: Public Health

Agenda Item No.: 1

Subject: Memorandum of Understanding between North Sound Accountable Community of Health and Island County Public Health for the development of mobile outreach services. Amount \$193,600

Description: Review and discuss Memorandum of Understanding with North Sound Accountable Community of Health and request to move item to the next available consent agenda. Please see coversheet for summary information. Presented by Shawn Morris, Public Health Director, Megan Works, Community Health Manager, and Lynda Austin, Director of Human Services.

Attachment: MOU and Executive Summary

Request:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☒

Budget Review Complete: ☒

(Continued on next page)

DIVISION: Public Health – Natural Resources

Agenda Item No.: 2

Subject: **Contract Amendment No.4 and No.5 with the WA Recreation and Conservation Office for the Shore Friendly program; Contract No. 19-1702C (Amendment No.4 and No.5); Amount: \$100,000**

Description: Provide overview and invite discussion of renewed Shore Friendly program contract for an additional two years from 06/30/2023 to 06/30/2025 per Amendment #4 and an extra \$100,000 per Amendment #5. Presented by Jen Schmitz – Natural Resources Manager

Attachments: **Contract and Executive Summary**

Request:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☒

Budget Review Complete: ☒

Memorandum of Understanding (MOU) with North Sound Accountable Community of Health - Executive Summary - August 2 nd BOCC Work Session	
Summary	<p>Island County Public Health & Human Services are proposing a mobile outreach vehicle that works to address critical gaps in health access by providing care navigation, referral services, limited health screenings, and behavioral health support to underserved populations. The mobile outreach vehicle design is based on planning with community organizations to improve care access, including community-based organizations that serve people experiencing homelessness. This project represents a partnership between Island County Public Health, Island County Human Services, Community Centers, the Opportunity Council, and SPiN Café – the primary daytime shelter for people experiencing homelessness in Island County.</p> <p>Preliminary planning has involved outreach to regional counties implementing similar mobile outreach projects, including San Juan and Skagit Counties. We have connected with historically under-represented groups through listening sessions, as well as outreach to community-based providers across social services, school districts, healthcare, childcare, and other service sectors. The goal is to improve health-related outcomes for sexually transmitted infections (STIs), behavioral health, and access to care, advancing health equity, health literacy, and wellbeing.</p>
Policy Context	<p>This project aligns with goals in the Community Health Improvement Plan (CHIP) related to access to care challenges and behavioral health needs, while aligning with the population-scale approach that are part of foundational public health services. Mobile delivery is an evidence-based model to successfully improve access to care and essential services in rural communities, where geographic and socioeconomic barriers limit service access. Island County is designated as a Health Shortage Area/Medically Underserved Area (MUA), and mobile services allow us to engage hard-to-reach residents at convenient community locations, adapting to the unique needs of different communities.</p>
Fiscal Impact	<p>North Sound ACH will reimburse based on completion of deliverables outlined in Exhibit B, Scope of Work. Initial payment of \$70,000 will be released upon execution of the contract. The balance will be released upon invoice of the costs required to build out the mobile clinic van, or any additional costs. Total payments to the contractor may not exceed \$193,600 for work performed and expenses through this contract period, which accounts for the Public Health indirect rate. Ongoing costs include a yearly “Category E” vehicle rate of \$4,332, which can be covered by foundational public health services (FPHS). Staff time will be funded by ongoing programmatic funding streams from PH and Human Services.</p>
Recommendations	<p>Accept contract and funding changes based on factors outlined in this Executive Summary and contract review.</p>

Memorandum of Understanding
Between
North Sound Accountable Community of Health
and
Island County Public Health

This Agreement is entered into this **1st day of June, 2023**, by and between **North Sound Accountable Community of Health** (North Sound ACH), a Washington nonprofit corporation having its principal place of business at 2219 Rimland Drive, Suite 361, Bellingham WA 98226 and **Island County Public Health** ("Contractor") whose place of business is at 1 6th Street NE, Coupeville, WA 98239.

1. BACKGROUND

North Sound ACH brings people and organizations together to create a just and inclusive culture--and the necessary conditions for all community members to thrive. Founded in 2015 by regional leaders from five counties and eight tribal nations, North Sound ACH acts as connectors, conveners, and capacity builders that cross jurisdictional boundaries and look upstream to tackle issues that impact health.

We center local knowledge, lived experiences, and practices rooted in equity, belonging, and Indigenous wisdom. We believe people in the region are more connected than they are separate. We also believe legacies of racism, discrimination, and inequitable distribution of resources cannot be reversed by continuing to use traditional public health frameworks in traditional ways.

This agreement outlines the process and scope of work that the Contractor and North Sound ACH have established with Contractor. Contractor and North Sound ACH and Contractor share common goals, specifically to:

- Build understanding and community awareness by educating and supporting partner agencies to better know and understand the history of tribal government;
- Facilitate collaboration between governmental and non-governmental organizations;
- Facilitate programming and collaboration with subject area experts practicing indigenous approaches to wellness;
- Support local and statewide initiatives using a strengths-based approach to targeted universalism in order to reach marginalized communities and individuals;
- Increase access and equity of tribal communities and individuals in relation to preventive wellness and connecting to systems of healthcare;
- Educate community partners about tribal governance, leadership, and traditional approaches using a strengths-based approach to targeted universalism;

2. SERVICES

The Contractor agrees to be part of the North Sound ACH Collaborative Action Network (see Exhibit A) and provide services for North Sound ACH as outlined in attached Exhibit B (Scope of Work) of this agreement. The Contractor, as an independent contractor, recognizes that they are not an employee of North Sound ACH, partner, or joint venture or otherwise related to North Sound ACH for any purpose and, as such, is not entitled to any compensation, wages, bonuses, or benefits other than the fees and reimbursement of expenses outlined in this Agreement.

The Contractor shall not assign this Agreement or delegate its duties hereunder and shall not subcontract any of the consulting services to be performed hereunder without the prior written consent of North Sound ACH.

3. FEES & EXPENSES

Fees: North Sound ACH will reimburse Contractor based on completion of deliverables outlined in Exhibit B, Scope of Work. Initial payment of \$70,000 will be released upon execution of the contract. The balance will be released upon invoice and brief summary of the costs required to build out the mobile clinic van, or any additional costs. Total payments to the contractor may not exceed \$193,600 for work performed and expenses through this contract period.

Insurance: Contractor will, at its own expense, have in effect insurance coverage of such amounts and types usually maintained by independent contractors which may include but not limited to liability insurance, workers compensation, and errors and omissions coverage.

Duty to Report Income: The Contractor acknowledges and agrees that it is an independent contractor and not an employee of the ACH and that it is Contractor's sole obligation to report as income all compensation received pursuant to this Agreement. The Contractor further agrees that the ACH is not obligated to pay withholding taxes, social security, unemployment taxes, disability insurance premiums, or similar items, in connection with any payments made to the Contractor pursuant to the terms of this Agreement.

4. ROLES & RESPONSIBILITIES

Contractors will have the following roles and responsibilities, in accordance with and subject to this Agreement, and applicable law:

- Collaborating with the ACH and other partnering providers in good faith to advance equitable well-being in the North Sound region;
- Complying with North Sound ACH reporting requirements, including but not limited to timely and accurate reporting in accordance with performance measures, project milestones, and timelines specified in the Scope of Work; and
- Providing such other information as reasonably requested by Contractor.

5. RECORD RETENTION AND AUDITING

Retention of Records: Each party shall retain all records ("Records") relating to its activities under this agreement for a period of not less than six years, or as otherwise required by applicable law and regulations.

Sufficiency of Records: The Records shall be sufficient to support confirmation that all data submitted to the ACH is accurate and complete.

Audit: All Records relating to this agreement are subject at all reasonable times to inspection, review, or audit by the ACH and other state and federal officials so authorized by law, rule, regulation, or agreement.

6. DATA SHARING AND PRIVACY

Sharing Confidential Information: The parties acknowledge that they may need to share Confidential Information. "Confidential Information" means information of a Party, regardless of the form or media in which it is disclosed, which is identified in writing or other manner as confidential, restricted, or proprietary.

Obligations of Confidentiality and Restrictions on Use: A Party receiving Confidential Information from the other Party (the "Receiving Party") shall not: (a) use the Confidential Information of the Party making the disclosure (the "Disclosing Party"), except as necessary to perform its obligations or to carry out the Project Plan or MTP Requirements; or (b) disclose or otherwise allow access to the Confidential Information of the Disclosing Party to a third party, except as permitted. The Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same level of

Care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of Care.

Disclosure of Confidential Information to Representatives: The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's officers, directors, employees, professional advisors, and other agents and representatives to the extent such disclosure is necessary for the performance of their obligations under this Agreement; provided, however, that the Receiving Party shall cause such Confidential Information to be held in confidence by any such recipient.

Compelled Disclosure: If a Receiving Party is requested by a court or state or federal regulatory body to disclose Confidential Information in any legal or administrative proceeding or determines that a disclosure is affirmatively required by applicable laws, the Receiving Party shall promptly notify the Disclosing Party of such request or determination so that the Disclosing Party may take, at its expense, such steps as are necessary to protect the Confidential Information. If the Receiving Party is thereafter required to disclose the Confidential Information to the court or regulatory body compelling such disclosure or to which such disclosure is required to be made, only the part of such Confidential Information as is required by applicable laws shall be disclosed.

Exceptions: The obligations of confidentiality and restrictions on use as set forth in this Agreement shall not apply to any Confidential Information that: (a) is in the public domain or is otherwise publicly known, without any breach hereof; (b) was previously known prior to disclosure by the Disclosing Party hereunder to the Receiving Party free of any obligation to keep it confidential; (c) was rightfully received by the Receiving Party from a third party whose disclosure would not violate a confidentiality obligation owed by such third party to the Disclosing Party and which disclosure was not in breach of the Agreement; (d) was subsequently and independently developed by the Receiving Party without reference to such Confidential Information disclosed under the Agreement; or (e) was expressly approved for release by written authorization of the Disclosing Party.

Obligations Upon Termination: Upon expiration or termination of this Agreement for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of the other Party and shall retain no copies thereof, except as required by law or to verify or document performance under this Agreement for audit purposes and to enforce its rights and defend itself from any claims or causes of action related to this Agreement or the other Party. Each Party shall extend the protections of this Agreement to any Confidential Information retained pursuant to this section and limit further uses and disclosures to those purposes permitted by this section.

7. WORK PRODUCT & BUSINESS INFORMATION

Work Product: It is the intention of the parties that all rights, including without limitation copyright, in any written materials, software products, reports, memoranda, or notes prepared by the Contractor pursuant to the terms of this Agreement (hereinafter the "Work") vests with the ACH. The parties expressly acknowledge that the Work was specially ordered or commissioned by the ACH, and further agree that it shall be considered a "Work Made for Hire" within the meaning of the copyright laws of the United States and that the ACH is entitled, as author, to the copyright and all other rights, throughout the world, including, but not limited to, the right to make such changes and such uses, as it may determine in its sole and absolute discretion.

Business Information

- a) For purposes of this Agreement, "proprietary information" shall mean any information relating to the business of the ACH that has not previously been publicly released by duly authorized representatives of the ACH and shall include (but shall not be limited to) information encompassed in all proposals, project plans, financial information, costs, pricing information, computer programs (including source code, object code, algorithms, and models), client information, client lists, and all methods, concepts, know-how, or ideas in or reasonably related

to the business of Company as well as confidential information belonging to the ACH's customers or clients.

- b) Contractor agrees to regard and preserve as confidential all proprietary information, whether Contractor has such information in memory or in writing or other physical form. Contractor shall not, without written authority from the ACH to do so, directly or indirectly, use for the benefit or purposes, nor disclose to others, either during the term of its engagement hereunder or thereafter, except as required by the conditions of Contractor's engagement hereunder, any proprietary information.
- c) Contractor shall not disclose any reports, recommendations, conclusions, or other results of the Work or the existence or the subject matter of this contract without the prior written consent of the ACH. In Contractor's performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have, respecting the information or other property of any other person, firm, or corporation.

8. INJUNCTIVE RELIEF

Contractor acknowledges that the injury to the ACH resulting from any violation by it of any of the covenants contained in this Agreement will be of such a character that it cannot be adequately compensated by money damages, and, accordingly, the ACH may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation; and no bond or other security shall be required in connection with such injunction.

9. TERM

This Agreement shall be effective beginning June 1, 2023 and shall continue until August 31, 2024; provided, however, that either the ACH or Contractor may terminate this Agreement in whole or in part at any time upon 30 days' written notice to the other party. In the event of termination or upon expiration of this Agreement, Contractor shall return to the ACH any and all equipment, documents, or materials, and all copies made thereof, which Contractor received for the purposes of this Agreement.

10. INDEMNIFICATION

The Contractor shall indemnify and save the ACH harmless from and against all claims arising in favor of any person, firm, or corporation on account of personal injury or property damage in any way resulting from the improper or illegal acts of Contractor, its employees, or agents. The foregoing indemnity shall include all costs incurred by the ACH, including reasonable attorney fees.

11. NOTICES

All notices and billings shall be in writing and sent via first class mail to the ACH and Contractor at their respective addresses set forth at the beginning of this Agreement, or to such other address as either party shall notify the other party by notice given hereunder.

12. GENERAL

This Agreement shall be governed by the laws of the State of Washington.

This Agreement constitutes the entire understanding between Contractor and the ACH respecting the consulting services described.

The failure of either party to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

13. SIGNATURES: Insert additional signature pages after this page, as required by contractor.

Island County Board of Commissioners Chair
Signature

Date Signed

Printed Name

Island County Board of Health Chair
Signature

Date Signed

Printed Name

North Sound ACH Signature

Printed Name

Date Signed

Exhibit A – Commitments of Collaborative Action Network

Together we endeavor to dismantle and heal inherited legacies of exclusion and trauma, expand the vital conditions that all people need to thrive, and create new legacies for well-being and justice. We adopt a shared action and learning framework, and common metrics to maximize our impact.

- We honor tribal sovereignty and learn from tribal leaders' experience in holistic, intergenerational approaches to well-being, healing and stewardship.
- The work is place-based and centered around community and lived experience.
- We use targeted universalism as a framework, and reject zero sum approaches to advancing equitable well-being and addressing systemic racism.
- Belonging is both a vital condition and a practice. We endeavor to assure everyone can see themselves in the ongoing process of co-creating equitable well-being.

As part of the Collaborative Action Network **Island County Public Health** agrees that:

- All community members deserve to experience mental, social, physical, financial and spiritual well-being.
- Inherited legacies of systemic racism have perpetuated trauma and exclusion, particularly among indigenous populations and communities of color.
- Together we can create new legacies – and the conditions – that ensure a sense of belonging for all people who call this region home.
- We are accountable, to each other and to the well-being of future generations.

Island County Public Health commits to work with regional partners as we:

- Endeavor to dismantle and heal inherited legacies of exclusion and trauma; expand the vital conditions that all people need to thrive, and create new legacies for well-being and justice.
- Adopt a shared action and learning framework, and common metrics to maximize our collective impact.
- Use our influence to -
 - o Actively champion the goals, values and priorities within our own spheres of influence.
 - o Share leadership and shape priorities of regional partner convenings.
 - o Support well-being measurement – helping to secure, promote and use measures.
 - o Share learning and action opportunities with network and community members.
 - o Share practices and policies in plain language, enhancing understanding among network and community members.

Exhibit B: Scope of Work

Summary:

Island County Human Services will launch a mobile outreach clinic that works to address critical gaps in health access by providing care navigation, referral services, limited clinical screenings, behavioral health, and personalized wellness support to underserved, rural residents in Island County. The mobile outreach vehicle design is based on planning with community organizations to improve care access, including community-based organizations that serve people experiencing homelessness and direct outreach to communities facing barriers accessing healthcare, healthy food, and other social determinants of health.

This project represents a partnership between Island County Public Health, Island County Human Services, WhidbeyHealth staff, the Opportunity Council, school nurses, and SPiN Café – the primary daytime shelter for people experiencing homelessness in Island County.

Preliminary planning has involved outreach to regional counties implementing similar mobile outreach projects, including San Juan and Skagit Counties. Island County Public Health has connected with historically under-represented groups through listening sessions, as well as outreach to community-based providers across social services, school districts, healthcare, childcare, and other service sectors, to identify mobile outreach services as a program priority. The goal is to engage in community-scale health promotion activities and provide care linkages for underserved rural residents, advancing health equity, health literacy, and wellbeing.

Primary strategies

The primary strategy is launching shared Human Services/Public Health mobile outreach services to address inequities in access to healthcare, behavioral health, and social services for underserved rural residents. Services will address critical gaps identified by community-based organizations and providers as part of extensive engagement efforts and planning. Outreach models allow for flexible and strategic delivery of resources to meet identified community needs, which include behavioral health, basic clinical screenings, expedited partner therapy (EPT)/sexual health care, wellness and nutrition support, and care navigation services.

Island County Human Services and its partners will deliver evidence-based nationally recognized approaches as part of mobile service delivery. Behavioral health services will include Human Services outreach as well as providing integrative wellness resources delivered by community outreach workers. Wellness resources will be based on the integrative wellness materials developed by the University of Arizona Andrew Weil Center for Integrative Medicine.

For sexual health services, we will provide expedited partner therapy (EPT), which is an evidence-based, state and nationally recognized approach to improving access to treatment for sexually transmitted infections (STIs). Island County has recently implemented an EPT program for chlamydia and gonorrhea. Extending services through mobile delivery at strategic community locations will improve access. As a local health jurisdiction, Island County has access to free medications for STIs from WA Dept of Health and must be the delivering provider to adhere to state and federal regulations. Its program allows for limited original patient (OP) services as well as partner therapy. Contractor will also provide referrals for follow-up care.

Basic screenings will include blood pressure checks, along with review of medications, treatment plans, and discussion of health screenings. Contractor will also develop capacity to provide FIT

testing kits for colorectal cancer prevention. Basic screenings will be performed by Island County clinical staff with support from outreach workers, who will support with care linkages and coordinating referrals, along with translation services for Spanish-speaking residents.

Care coordination, screenings, and referral services are based on the WA Dept. of Health Maternal Child Health Care Coordination Toolkit and evidence-based practices for rural Community Health Workers (CHWs) outlined on the [Rural Health Information Hub](#). Bilingual outreach workers will support clients with case management and care navigation services, identifying available services and assisting with next steps. Island County is working with community organizations to implement the [Help Me Grow framework](#), and once this is developed in early-mid 2023, the mobile model will serve as an additional community access point to Within Reach. Island County outreach workers will support care navigation via Help Me Grow as part of this ongoing work.

Mobile delivery is an evidence-based model to successfully improve access to care and essential services in rural communities, where geographic and socioeconomic barriers limit service access. Island County is designated as a Health Shortage Area/Medically Underserved Area (MUA), and mobile services allow us to engage hard-to-reach residents at convenient community locations, adapting to the unique needs of different communities. Mobile services allow us to pivot to different services and target populations by visiting strategic locations, including shelters serving people experiencing homelessness, people with substance use disorder, community centers, rural health centers, and food banks, to make care access more convenient.

Planned Activities

1. Purchase vehicle to outfit:
 - Vehicle: Ford Transit 350, Cargo Van, High Roof, Extended Length, 9500 GVWR (or similar), single slider side door (curbside), 3.5L V6 gas engine, 148" wheelbase, ordered with HD dual batteries (70A/hours and AGM) **Ordered with Ford option 57G** (driver controlled rear auxiliary A/C & heater that allows to heat/cool both rooms). Van equipped with swing rear doors, single curbside slider door, 9500 GVWR, single rear wheels, and rearview camera. ~ 60,000, will obtain complete quote if proposal is approved.
 - Outfit: Approximate cost ~100,000 based on work completed for San Juan County. Will obtain complete quote if proposal is approved.
2. Develop calendar and schedule on Teams for scheduling van for outreach activities.
3. Adapt existing program procedures, including clinical screening services and EPT, to address mobile care delivery, with review by Health Director and Health Officer.
4. Continue community asset mapping and alignment with Help Me Grow/Within Reach and train outreach workers as care navigators for access to services, developing and implementing care navigation toolkit from WA Dept. of Health.
5. Train outreach workers as enrollment specialists for WA Medicaid to help uninsured, Medicaid eligible residents enroll in coverage.
6. Continue developing STI testing program in partnership with Washington State Department of Health, with planned services in January – March of 2023.
7. Continue convening with Latinx/Hispanic community group, LGBTQIA community group, and CBOs to plan services, following up from provider survey outlining community needs and project-planning meetings.
8. Plan rotating schedule for service delivery at strategic community locations and coordinate shared calendar between Public Health and Human Services.

9. Human Services Epidemiologist will develop evaluation metrics utilizing logic model.

Costs for project management, technology, professional liability insurance, professional licensure costs, communications, workforce development, ongoing staffing, and convening community partners will be supported by local, state, and federal funding received by Island County Public Health and Human Services.

The community art component of the project will be funded through application to community-based grants from Whidbey Community Foundation and Goosefoot Community Fund.

Community partners are donating in-kind support by designating areas of their facilities for mobile care delivery, which includes extending necessary liability coverage to allow for mobile care. They will also provide staffing to assist with scheduling, coordination, evaluation, and convening.

North Sound ACH funds are specifically for project-focused dollars to build out the outreach vehicle to begin service delivery. This may include the need for a storage shed, and possibly an additional vehicle.

Payment and Invoicing:

Payments to support this project are not to exceed \$193,600, which are inclusive of a 23% administrative fee, a standard rate set by Island County Public Health.

<p style="text-align: center;">Time and Financial Extension Amendments to Contract with Washington Recreation and Conservation Office (RCO) for Island County Shore Friendly Program Contract No.: 19-1702C</p> <p style="text-align: center;">- Executive Summary - <i>August 16th BOCC Work Session</i></p>	
Summary	Contract 19-1702C with Washington State Recreation and Conservation Office (RCO) was originally established in 2019 to fund the Island County Shore Friendly Program; through a series of amendments, this work has been funded and extended from July 1, 2019, through June 20, 2023. Amendments 4 and 5 for discussion today extend the work period for an additional two years through June 30, 2025, and provide another \$100,000 dollars of immediate funding.
Policy and Regulatory Context	Island County continues to build on the federally established Shore Friendly program groundwork established in 2014 to help homeowners make the next step in implementing solutions at their properties to enhance and protect nearshore habitat. The Shore Friendly program promotes alternatives to hard armoring that provide both the use and enjoyment of shoreline property while promoting and maintaining the ecological properties of coastal ecosystems to support fish and wildlife. Through this program, Island County offers \$500 to \$5,000 mini-grants to shoreline owners for eligible projects such as shoreline armor removal and alternative design analyses, drainage improvements, native planting plans, purchase and installation of native plants, construction of armor removal.
	<p><u>Equity Lens</u></p> <p>The Shore Friendly program helps homeowners of all types remove environmentally destructive armoring from their shorelines, which creates more accessible beach areas, better habitat, and enhanced resources for all Island County residents. The Shore Friendly Coordinator is also exploring ways to provide more equitable services to low income residents within this program.</p>
	<p><u>Climate Lens</u></p> <p>The changing climate, sea level rise, and ever-growing king tidal events mean that more and more shoreline homeowners are at risk of inundation within Island County. The Shore Friendly program provides design and technical assistance to as many homeowners as possible to mitigate these effects and create more sustainable shorelines as climate change continues.</p>
Fiscal Impact	Additional contract funding amount of \$100,000.00 will be utilized in 2024 budgeting for the Shore Friendly Coordinator position within IC DNR.
Recommendation	Accept contract amendments #4 and #5 with proffered funding and time extension based on factors outlined in this Executive Summary.



Amendment to Grant Agreement

Project Sponsor: Island County of
Project Title: Island County Shore Friendly Program

Project Number: 19-1702 C
Amendment Number: 4

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Island County of the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 07/01/2019 to 06/30/2023 is extended to allow the contracting party until 06/30/2025 to complete the project.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State of Washington
Recreation and Conservation Office

Island County

BY: 

For

Megan Duffy

TITLE: Director

DATE: Jun 14, 2023

Pre-approved as to form:

By: /S/

Assistant Attorney General

AGENCY: _____

BY: _____

TITLE: _____

DATE: _____

19-1702 Amendment #4 - Time Extension

Final Audit Report

2023-06-14

Created:	2023-06-13
By:	Deena Resnick (deena.resnick@rco.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADVeoVoqQQf2dUwrc4F2hDapl0ypQJh0

"19-1702 Amendment #4 - Time Extension" History

-  Document created by Deena Resnick (deena.resnick@rco.wa.gov)
2023-06-13 - 10:21:37 PM GMT
-  Document emailed to Alice Rubin (alice.rubin@rco.wa.gov) for signature
2023-06-13 - 10:22:13 PM GMT
-  Email viewed by Alice Rubin (alice.rubin@rco.wa.gov)
2023-06-14 - 2:12:10 PM GMT
-  Deena Resnick (deena.resnick@rco.wa.gov) replaced signer Alice Rubin (alice.rubin@rco.wa.gov) with Scott Robinson (scott.robinson@rco.wa.gov)
2023-06-14 - 8:38:41 PM GMT
-  Document emailed to Scott Robinson (scott.robinson@rco.wa.gov) for signature
2023-06-14 - 8:38:42 PM GMT
-  Email viewed by Scott Robinson (scott.robinson@rco.wa.gov)
2023-06-14 - 9:02:39 PM GMT
-  Document e-signed by Scott Robinson (scott.robinson@rco.wa.gov)
Signature Date: 2023-06-14 - 9:02:58 PM GMT - Time Source: server
-  Agreement completed.
2023-06-14 - 9:02:58 PM GMT

Amendment to Grant Agreement**Project Sponsor:** Island County**Project Number:** 19-1702C**Project Title:** Island County Shore Friendly Program**Amendment Number:** 5**Amendment Type:**

Cost Change

Amendment Description:

Adding \$100,000 to the project agreement. This is the first of two allocations of ESRP FY23-25 funds awarded to the Shore Friendly Program in the 2022 Grant Round.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows :

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - Shore Friendly	\$351,737.00	100.00%	\$451,737.00	100.00%
Project Sponsor	\$0.00	0.00%	\$0.00	0.00%
Total Project Cost	\$351,737.00	100%	\$451,737.00	100%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State of Washington
Recreation and Conservation Office**Island County****BY:** _____
Megan Duffy**TITLE:** Director**DATE:** _____

Pre-approved as to form:

BY: _____ /S/
Assistant Attorney General**AGENCY:** _____**BY:** _____**TITLE:** _____**DATE:** _____



Project Sponsor: Island County
Project Title: Island County Shore Friendly Program

Project Number: 19-1702C
Approval Date: 11/04/2019

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington the Department of Fish and Wildlife (WDFW or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Island County (Sponsor, and primary Sponsor), PO Box 5000, Coupeville, WA 98239-5000, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments and Agreement Section.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Island County will build on the groundwork that has been established through the Shore Friendly program since 2014 to help homeowners make the next step in implementing solutions at their properties to protect and enhance nearshore habitat. The Shore Friendly program promotes alternatives to hard armoring that provide both the use and enjoyment of shoreline property while promoting and maintaining the ecological properties of coastal ecosystems to support fish and wildlife. Island County will offer \$500 to \$5,000 mini-grants to shoreline landowners for eligible projects that promote the protection and restoration of the nearshore environment.

The mini-grant program will allow shoreline homeowners to apply for funds to improve nearshore habitat and/or remove hard armoring. Eligible activities include:

- Reports to assess the feasibility of shoreline armor removal or alternatives to hard armoring, including soft shore protection, moving or raising a house, drainage improvements, and habitat enhancement;
- Design of shoreline armor removal or alternative to hard armoring;
- Permitting of shoreline armor removal or alternative to hard armoring;
- Drainage improvements;
- Native planting plans;
- Purchase and installation of native plants;
- Construction of armor removal and/or soft shore protection when stabilization is required; and

- Other activities that advance a project towards armor removal and/or habitat enhancement.

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2019 (project start date) and ends on June 30, 2021 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For the restoration portion of this project, the sponsor's on-going obligations shall be for a minimum of ten (10) years, or more as specific in the Landowner Agreement, after the final payment and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by RCO. For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$132,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - ESRP Shore Friendly Program	100.00%	\$132,000.00	State
Total Project Cost	100.00%	\$132,000.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Estuary & Salmon Restoration Program Policy Manual
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5

Provided, where a manual refers to a funding board's responsibility and/or authority, the RCO director shall have that responsibility and/or authority.

SPECIAL CONDITIONS

1. Statement of Work: Incorporate PRISM "Attachment A - Statement of Work" (PRISM attachment #406730) by reference here as an attachment to the project Agreement.

2. Indirect is an Eligible Expense: Island County's Indirect Cost Rate is 20%.

3. Terms that Apply to Entities Receiving Sub-Award Grants: The Sponsor shall ensure the following prevailing wages and competitive bidding responsibilities are passed along to entities receiving any sub-award grants:

a. Competitive Bidding. For any sub-award grants made by Sponsor over \$9,999, the recipients shall comply with all competitive bidding processes required by law. If no laws apply, the recipient shall comply with the competitive bid requirements of the PROCUREMENT REQUIREMENTS section of the Standard Terms and Conditions of the Project Agreement if the sub-award grants made by the Sponsor are over \$9,999.

b. Prevailing Wages. Regardless of the amount of this grant, any entity receiving a sub-award grant made by Sponsor must pay state prevailing wages to contractors and subcontractors.

4. Recognition of Funding: In addition to the requirements of the "Terms and Conditions of the Agreement" titled "Acknowledgement and Signs", the Grantee will ensure that reports, documents, signage, videos, or other media, developed as part of projects funded by this contract:

a. Recognize the "Shore Friendly" program by using the Shore Friendly brand guidelines provided by WDFW;

b. Acknowledge funding from the Estuary Salmon Restoration Program.

5. Compliance with EO 05-05, Archaeological and Cultural Resource Consultation: This agreement requires compliance with Governor's Executive Order 05-05, Archaeological and Cultural Resources Consultation. At the time of this agreement, RCO is in the process of determining the necessary cultural resources consultation process. RCO will amend this special condition to document the consultation process, once confirmed. Any projects (or sub-recipient awards) that involve ground disturbing actions may not proceed until the sponsor has received notice of cultural resource consultation completion.

6. Funded Restoration Projects Shall Allow Limited Public Access: The following text is intended to clarify the requirements of the Standard Terms and Conditions titled "Construction, Operation, Use, and Maintenance of Assisted Projects, Part B. Open to the Public".

a. This provision applies only to properties receiving restoration or construction funding or assistance. It does not apply to properties receiving only site visit, design, or permitting funding or assistance.

b. Shore Friendly's success is going to come from motivating behavior change to encourage restoration. To meet this intent,

sponsor agreements with landowners receiving restoration or construction cost share or assistance shall allow limited public access for scheduled site tours as a public demonstration of Shore Friendly practices. Open public access is not an expectation of the Shore Friendly program.

c. For privately owned and managed properties, other than those that operate as businesses, project components funded by this grant do not need to comply with Uniform Federal Accessibility Standards.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Sponsor Project Contact

Anna Toledo

P.O. Box 5000

Coupeville, WA 98239

A.toledo@islandcountywa.gov

RCO Contact

Kay Caromile

Natural Resources Building

PO Box 40917

Olympia, WA 98504-0917

kay.caromile@rcow.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

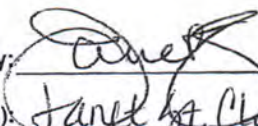
This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

This Agreement, for project 19-1702, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

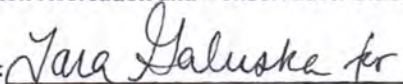
The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Island County

By: 
Name (printed): Janet A. Chair
Title: Chair

Date: 1/28/2020

State of Washington Recreation and Conservation Office On behalf of the

By: 
Kaleen Cottingham
Director
Recreation and Conservation Office

Date: 2/6/2020

RECEIVED

FEB - 6 2020

WA STATE
RECREATION AND CONSERVATION OFFICE

Pre-approved as to form:

By: Brian Teller
Assistant Attorney General

Date: 01/01/2019

RECEIVED
FEB - 6 2020
WA STATE
RECREATION AND CONSERVATION OFFICE

Project Sponsor: Island County
Project Title: Island County Shore Friendly Program

Project Number: 19-1702C
Approval Date: 11/04/2019

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning/Restoration Metrics

Worksite #1, Technical Assistance

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	None
Area Encompassed (acres) (B.0.b.1):	0.4
Miles of Stream and/or Shoreline Affected (B.0.b.2):	0.18
Miles of Stream and/or Shoreline Treated or Protected (C.0.b):	0.00

Shore Friendly Program Technical Assistance

Shore Friendly Design Assistance

Number of landowners receiving design cost-share or assistance:	8
Number of completed armor removal scoping and feasibility studies:	4
Number of completed conceptual designs:	2
Number of completed preliminary (permit-ready) designs:	1
Number of completed final designs:	1

Shore Friendly Permit Assistance

Number of landowners provided permit cost-share or assistance:	3
Number of permits with costs covered:	3

Shore Friendly Site Visit Assistance

Number of landowners receiving site visits:	5
---	---

Shore Friendly Technical Assistance Program Administration & Management

Agency Indirect Costs

Agency Indirect

Worksite #2, Restoration

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	None
Area Encompassed (acres) (B.0.b.1):	0.0
Miles of Stream and/or Shoreline Affected (B.0.b.2):	0.00
Miles of Stream and/or Shoreline Treated or Protected (C.0.b):	0.10

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated (C.9.b):	0.2
Shoreline armor removal or modification (C.9.k.1)	
Miles of Shoreline Treated for armor modification/removal (C.9.k.2):	0.10
Acres of Shoreline Treated for armor modification/removal (C.9.k.3):	0.2

Project Sponsor: Island County
Project Title: Island County Shore Friendly Program

Project Number: 19-1702C
Approval Date: 11/04/2019

Project Milestones

PROJECT MILESTONE REPORT

Complete Milestone	Target Date	Comments/Description
Project Start	07/01/2019	
Cultural Resources Complete	11/30/2019	RCO will work with Grantee to confirm what cultural resources documents are required.
Progress Report Due	01/15/2020	For Jul 1- Dec 31. In PRISM, attach bi-annual summary report of all site visits (using template). Attach all available feasibility studies, geotech assessments, design/planting plans, cultural res docs, agreements & cost share project deliverables.
Other	03/31/2020	Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator.
Progress Report Due	04/15/2020	For Jan 1- Mar 31. In PRISM, attach all available feasibility studies, geotech assessments, design/planting plans, cultural res docs, agreements & cost share project deliverables.
Other	04/30/2020	Participate in Salish Sea Ecosystem Conference
Other	06/30/2020	Attach a bi-annual summary report of completed permits to PRISM.
Other	06/30/2020	Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator.
Other	06/30/2020	Attach annual report describing partnered outreach activities to PRISM.
Progress Report Due	07/15/2020	For Mar 1- Jun 30. In PRISM, attach bi-annual summary report of all site visits (using template). Attach all available feasibility studies, geotech assessments, design/planting plans, cultural res docs, agreements & cost share project deliverables.
Annual Project Billing Due	07/31/2020	
Other	09/30/2020	Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator.
Progress Report Due	10/15/2020	For Jul 1- Sept 30. In PRISM, attach all available feasibility studies, geotech assessments, design/planting plans, cultural res docs, agreements & cost share project deliverables.
Other	12/31/2020	Attach a bi-annual summary report of completed permits to PRISM.
Other	12/31/2020	Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator.
Progress Report Due	01/15/2021	For Jul 1- Dec 31. In PRISM, attach bi-annual summary report of all site visits (using template). Attach all available feasibility studies, geotech assessments, design/planting plans, cultural res docs, agreements & cost share project deliverables.
Other	03/31/2021	Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator.
Progress Report Due	04/15/2021	For Jan 1- Mar 31. In PRISM, attach all available

Progress Report Due	06/30/2021	feasibility studies, geotech assessments, design/planting plans, cultural res docs, agreements & cost share project deliverables. For Mar 1- Jun 30. In PRISM, attach bi-annual summary report of all site visits (using template). Attach all available feasibility studies, geotech assessments, design/planting plans, cultural res docs, agreements & cost share project deliverables.
Other	06/30/2021	Attach a bi-annual summary report of completed permits to PRISM.
Other	06/30/2021	Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator.
Agreement End Date	06/30/2021	PROJECT CLOSING: All expenditures must be prior to this date.
Cultural Resources Complete	06/30/2021	Be sure all documents confirming cultural resources consultation is complete for all ground-disturbing activities completed with grant funding are attached in PRISM.
Other	06/30/2021	Attach annual report describing partnered outreach activities to PRISM.
Special Conditions Met	06/30/2021	Ensure compliance with Statement of Work (PRISM Attachment A) and all other special conditions.
Final Report Due	06/30/2021	
Final Billing Due	08/31/2021	

Project Sponsor: Island County
Project Title: Island County Shore Friendly Program

Project Number: 19-1702C
Approval Date: 11/04/2019

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions as of 09/16/2019.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement or project agreement – The document entitled "Recreation and Conservation Office Agreement" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect.

applicable manual(s) – A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of

years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project – A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

project area – A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCW – Revised Code of Washington

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor

is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
1. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO.

personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, which ever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents and media are complete and submitted to RCO;

5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed;
8. Fiscal transactions are complete, and
9. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 1. The Sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 5. Capital expenses for similar acquisition and/or development and renovation; and/or
 6. Other purposes explicitly approved by RCO.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 1. Grant program laws, rules, and applicable manuals;

2. Value of any service(s) furnished;
3. Value of any opportunities furnished; and
4. Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;
2. Specify in the notice the date for submittal of bids/proposals;
3. Specify in the notice the general procedure and criteria for selection; and
4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in this Agreement and any applicable manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** Sponsor shall comply with the terms of this Agreement.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and/or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred

shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2. In a reasonably safe condition for the project's intended use;
 - 3. Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - 1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State law (constitution, statute);
- F. Washington Administrative Code;
- G. Applicable RCO manuals.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
2. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 2. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF AGREEMENT

This is the end of the agreement.

Estuary and Salmon Restoration Program (ESRP)
Shore Friendly Program

PRISM Project Title - #

Statement of Work

July 1, 2019

PURPOSE

Agreement Scope

Island County has been offering outreach and incentives for shoreline homeowners and influencers through their Shore Friendly program funded through the Puget Sound Marine and Nearshore Grant Program since 2014. The Shore Friendly program promotes alternatives to hard armoring that provide both the use and enjoyment of shoreline property while promoting and maintaining the ecological properties of coastal ecosystems for the support of fish and wildlife.

Island County will build on the groundwork that has been established through the Shore Friendly program over the past four years to help homeowners make the next step in implementing solutions at their properties to protect and enhance nearshore habitat. Island County will offer mini-grants in several categories from \$500 to \$5,000 to shoreline landowners for eligible projects that promote the protection and restoration of the nearshore environment.

The mini-grant program will allow shoreline homeowners to apply for funds to improve nearshore habitat and/or remove hard armoring. Eligible activities include:

- Reports to assess the feasibility of shoreline armor removal or alternatives to hard armoring, including reports on soft shore protection, moving or raising a house, drainage improvements, and habitat enhancement;
- Design documents;
- Permitting costs;
- Drainage improvements;
- Native planting plans;
- Purchase and installation of native plants;
- Construction costs for armor removal and/or soft shore protection when stabilization is required; and
- Other activities that advance a project towards armor removal and/or habitat enhancement.

Applications will be accepted on a rolling basis until the incentive funding has been spent, and will be evaluated by a team of County staff to ensure proposed activities meet eligibility criteria.

To complement the incentive work, Island County will also work with partners, including the Northwest Straits Foundation (NWSF), Island County Marine Resources Committee (MRC), and Washington State University (WSU) Extension Shore Stewards, to provide outreach to community members on the impacts of hard armoring, the benefits of soft and natural beaches, and solutions and resources to help them understand these options on their properties.

GOALS & OBJECTIVES

Project goal: Increase the number of actions taken by shoreline homeowners in Island County to reduce the need for new hard armor or remove existing hard armor.

Objectives: Incentivize actions through a mini-grant program to assist shoreline homeowners to complete:

- 5 technical site visits

- 8 designs, including feasibility studies or design documents for armor removal, soft shore protection, or raising or moving a house; drainage improvement designs; and planting plans
- 3 permits for restoration activities
- 5 restoration activities, including drainage improvements, native plant installation, soft shore protection installation, armor removal, and house moving or raising

TASKS & DELIVERABLES

Please add tasks and sub-tasks, as necessary.

Task 1: Grant Administration and Management, Progress Reporting & PRISM Final Report

Cost: \$ 7,847

Description: Grant administration and management for this task includes, but is not limited to: maintenance of project records; maintenance of local Shore Friendly webpage and any updates to the ShoreFriendly.org website sent to the ESRP Shore Friendly Coordinator; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and agreement requirements; and submittal of required deliverables.

The ESRP Shore Friendly program will develop a guidance manual describing standard contract requirements; program vision, goals, objectives and policies; consistent program definitions, messaging and branding guidelines; and other applicable information for grant recipients. Once finalized, grantees will adhere to the requirements in the manual.

Number	Deliverable	Completion date
1.1	Quarterly PRISM progress reports that describe accomplishments, completed metrics, project status, opportunities for adaptive management and any delays or concerns. Attach all available project deliverables with your progress report.	September 30 December 31 March 31 June 30
1.2	Complete the PRISM Final Report for the Shore Friendly grant to describe your completed work.	June 30, 2021
1.3	Participation in quarterly regional Shore Friendly coordination meetings.	September 30 December 31 March 31 June 30
1.4	On a quarterly basis, email any information that needs to be updated on the ShoreFriendly.org website http://shorefriendly.org/resources/resources-in-your-area/island/ to the ESRP Shore Friendly Coordinator.	September 30 December 31 March 31 June 30
1.5	Attach annual report describing partnered outreach activities to PRISM.	June 30
1.6	Participate in Salish Sea Ecosystem Conference	April 2020

Task 2: Site Visit Assistance

Cost: \$ 22,759

Description: Provide financial assistance to shoreline homeowners for five technical site visits for homeowners interested in options to remove hard armoring or take actions to prevent new hard armoring.

Number	Deliverable	Completion date
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2.1	Attach a bi-annual summary report of all site visits using the standard tracking worksheet to PRISM (worksheet may be modified to add program-specific data).	December 31 June 30
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Task 3: Design Assistance and Design Cost Share

Cost: \$ 33,798

Description: Provide financial assistance to shoreline homeowners for eight feasibility studies or designs for armor removal or armor prevention options. These include studies or design documents for native vegetation installation, drainage improvements, soft shore protection, raising or moving a home, or armor removal.

Number	Deliverable	Completion date
3.1	Completed design assistance and cost share materials including: <ul style="list-style-type: none"> - Cost share agreements. - Feasibility studies. - Conceptual/preliminary/final designs. - Geotechnical assessments. 	Ongoing, attach with quarterly progress report in PRISM.

Task 4: Permit Assistance and Permit Cost Share

Cost: \$ 21,798

Description: Provide financial assistance to shoreline homeowners for permit costs at three sites related to armor removal, soft shore protection, raising or moving a home, drainage improvements or native vegetation installation.

Number	Deliverable	Completion date
4.1	Attach a bi-annual summary report of completed permits to PRISM.	December 31 June 30

Task 5: Restoration and Restoration Cost Share

Cost: \$ 45,798

Description: Provide financial assistance to shoreline homeowners to complete five restoration activities, which can include armor removal, soft shore protection installation, moving or raising a home, drainage improvements, or native vegetation installation.

Number	Deliverable	Completion date
5.1	Notify RCO grant manager when sites are identified to implement restoration activities. This is necessary to complete cultural resources consultation and set up metrics and milestones in PRISM.	Ongoing
5.2	Attach land owner agreement and/or cost share agreement in PRISM.	prior to RCO reimbursement for restoration

5.3	Attach documentation to PRISM to confirm cultural resources consultation is complete for all ground-disturbing activities completed with grant funding. RCO will work with Grantee to confirm what documents are required.	prior to RCO reimbursement for restoration
5.4	Attach final restoration designs and bid documents (if relevant) in PRISM.	prior to RCO reimbursement for restoration
5.4	Attach as-built documentation in PRISM, if completed project differs from final design.	June 30, 2021

TOTAL AMOUNT OF AWARD: \$132,000

Work on this project must be completed by June 30, 2021



ISLAND COUNTY TREASURER

WORK SESSION AGENDA

DATE: 8/16/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Tony Lam, Treasurer

Amount of time requested for agenda discussion. 20 Minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: July 2023 Treasurer's Report

Description: Financial & Treasury Activity for the month of July 2023

Attachment: July Treasurer's Report

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

Treasurer's Monthly Report

Financial Data as of July 31, 2023

- Investment Rates and Balances as of July 31, 2023:

DESCRIPTION	RATE
ICT Investment Pool	1.88%
WA State Treasurer LGIP	5.23%
US Treasury, 3 month	5.41%
US Treasury, 6 month	5.47%
US Treasury, 1 year	5.37%
US Treasury, 2 year	4.87%
US Treasury, 3 year	4.51%
US Treasury, 4 year	4.32%
US Treasury, 5 year	4.17%

County (Residual) Investment in ICTIP	53%	\$119,973,601
Junior Taxing Districts' Investment in ICTIP	47%	<u>\$105,923,139</u>
Island County Treasurer's Investment Pool		\$225,896,740
Junior Taxing Districts' Non-Pool Investments		<u>\$ 0</u>
Total Investments Managed by the Treasurer		\$225,896,740

- Cash Held for Daily Needs in Depositaries:

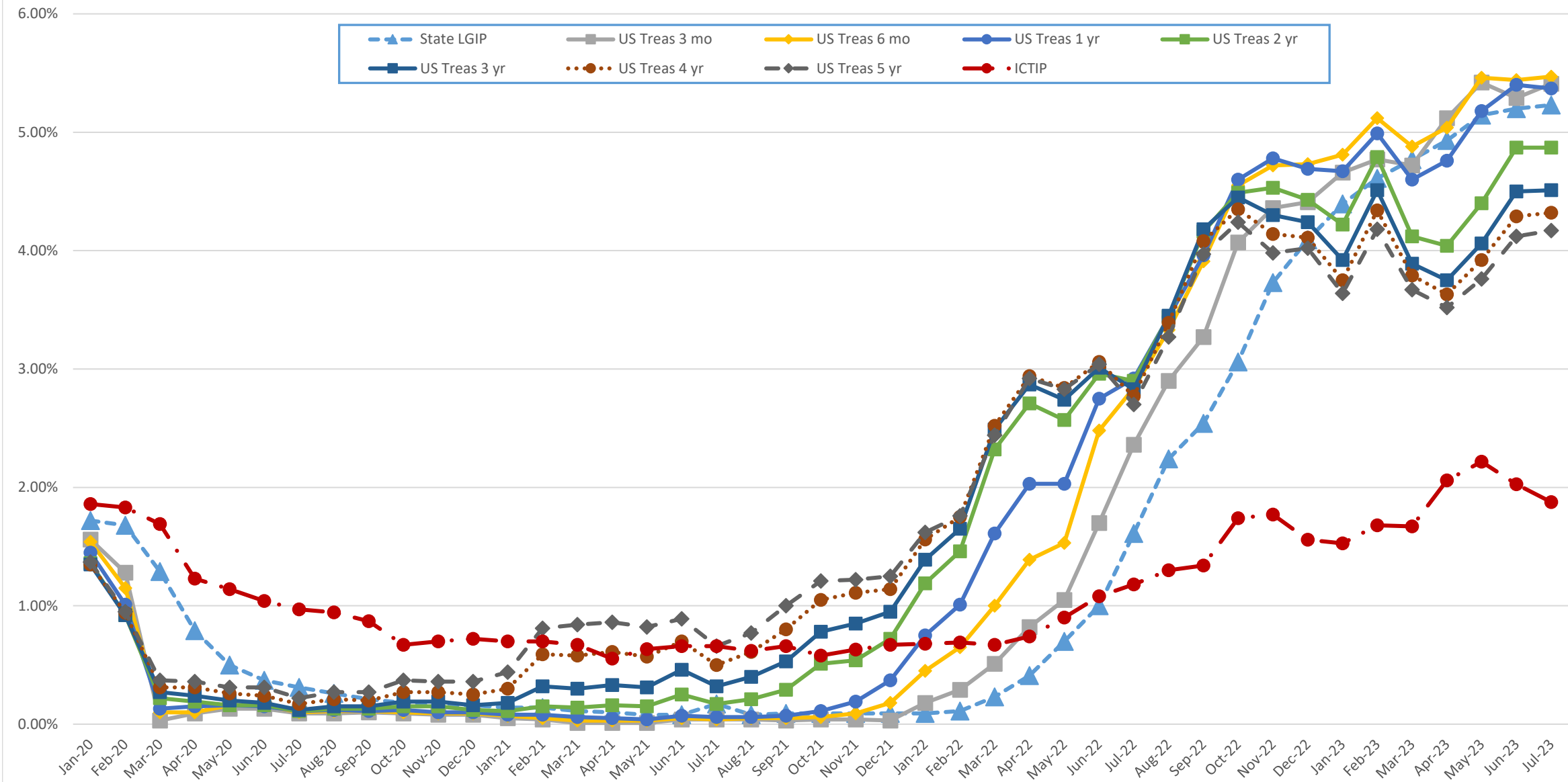
Key Bank	\$ 13,132,640
Whidbey Island Bank	<u>\$ 1,700,758</u>
Total Cash Balances	\$ 14,833,398

KeyBank – insured by FDIC for \$250,000; excess covered 50% by Federal Reserve Bank

Whidbey Island Bank – all funds are covered by the Public Deposit Protection Commission (PDPC) administered by the WA State Treasurer

- 6% of our investment pool is invested in the WA ST LGIP, and 22% is < 1-year maturity (assuming no calls). This satisfies our Investment Policy requirement of 20% of the portfolio as a minimum be comprised of investments maturing within a year to meet ongoing obligations.
- As of Jul 31st, the 2023 property tax levies for Current Expense, Roads, and Conservation Futures were 55% collected. The comparable 2022 YTD collections in July 2022 were 55%, as well.
- Foreclosure Update – 2023 started with 80 properties subject to foreclosure. As of July 31st, the count is down to 13.
- The number of REET affidavits processed in July was 282 compared to 331 in June and 305 in July 2022. The County's portion of excise revenue was \$458,460 in July, on sales of \$105 MM. This REET activity resulted in Island County YTD excise revenue of **\$749,000 less** than for the same period in 2022, and **\$1,242,000 less** than in 2021, but almost **\$300,000 more** than in 2020.

Investment Earnings Rate Comparison, January 2020 - July 2023

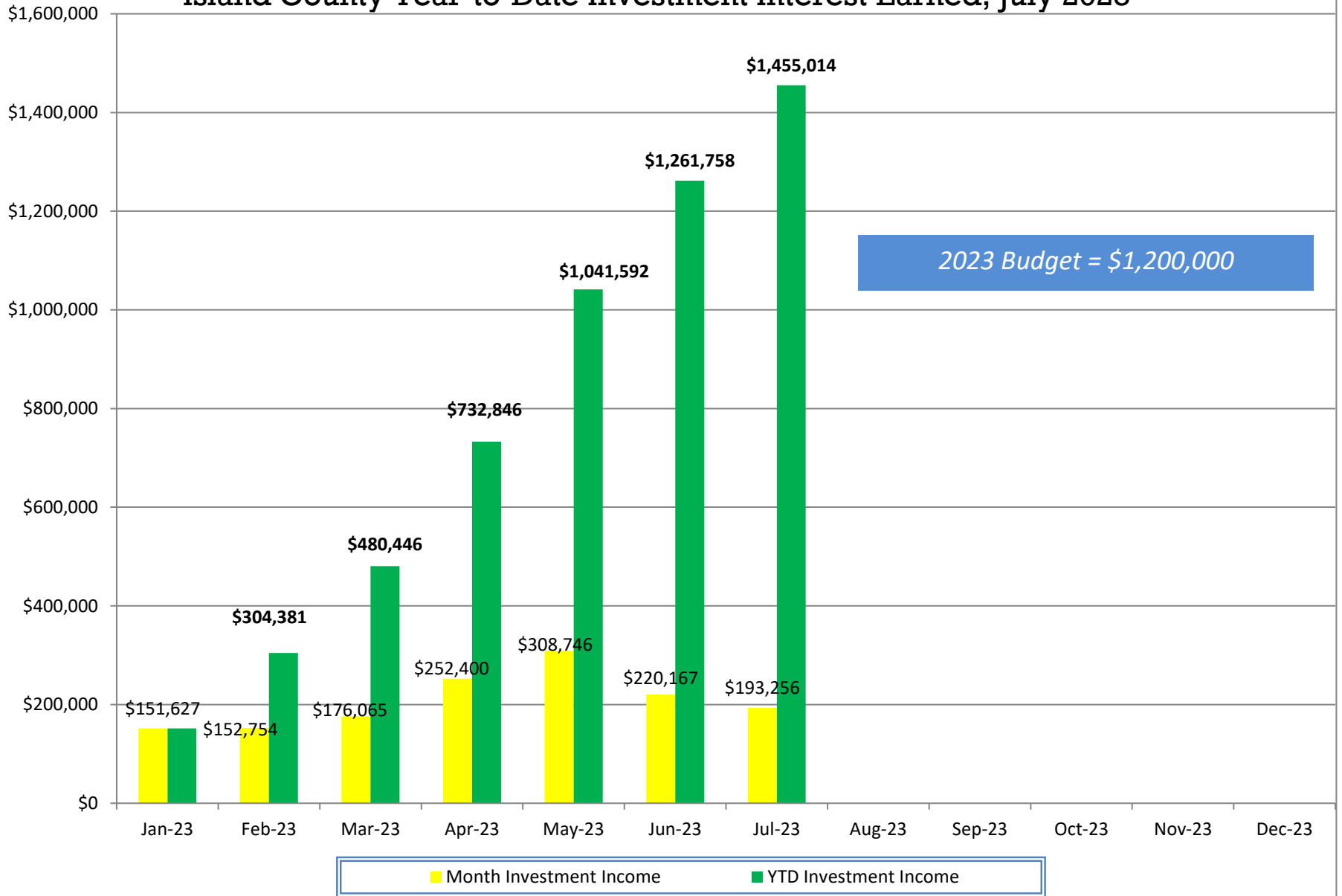


**Island County Treasurer's Investment Pool
Participant Investment Balances by Fund
July 31, 2023**

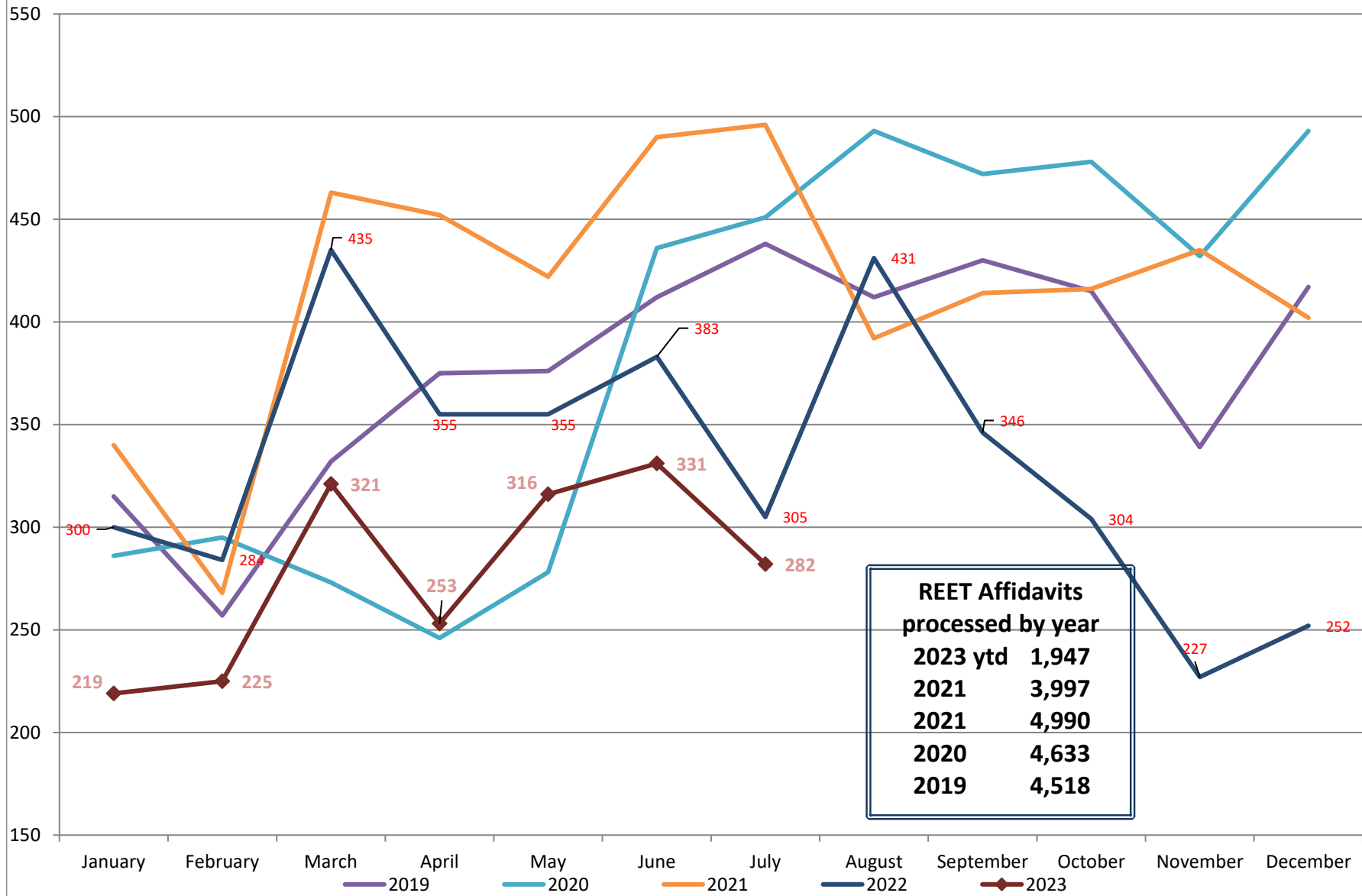
Fund#	Fund Description	Par Value
621	FREELAND WATER/SEWER RESERVE	187,500.00
626	FIRE DIST #5 SICK LEAVE	38,501.43
628	FIRE DISTRICT #1 TRUST	15,000.00
629	FIRE DISTRICT #1 MAINTENANCE	4,244,000.00
631	S201 GENERAL	5,279,300.00
632	S201 ASB	740,508.00
633	S201 TRANS VEHICLE	279,836.00
634	S201 BOND REDEMPTION	140,165.00
635	S201 CAP PROJECT	78,849.00
637	FIRE DISTRICT #2 EXPENSE	1,990,000.00
638	FIRE DISTRICT #3 EXPENSE	2,208,387.51
640	FIRE DISTRICT #5 MAINTENANCE	3,205,367.00
642	FIRE DISTRICT #1 BOND REDM	469,240.00
643	FIRE DISTRICT #5 CAPITAL	2,119,787.00
644	FIRE DISTRICT #5 BOND	4,407,441.00
647	SO WHID PARK REC MAINTENANCE	746,726.09
648	NO WHID POOL PARK REC BOND	230.40
649	NO WHID POOL PARK REC RESERVE	41,669.34
651	CEMETERY DISTRICT #1	70,000.00
652	CEMETERY DISTRICT #2	200,000.00
653	PORT COUPEVILLE MAINTENANCE	510,000.00
654	PORT SOUTH WHIDBEY	481,000.00
655	PORT MABANA MAINTENANCE	28,300.00
657	PORT SOUTH WHIDBEY BOND	659,994.20
665	S WHID PARKS & REC PROPERTY FUND	137,000.00
677	S204 TRANS VEHICLE	150,199.00
683	S206 GENERAL FUND	2,700,000.00
684	S206 ASB	45,000.00
685	S206 TRANSPORTATION VEHICLE	150,000.00
686	S206 BOND REDEMPTION	1,300.00
688	S206 CAPITAL PROJECT	1,900,000.00
690	S206 NONEXP TRUST	785,000.00
696	SARATOGA BOND RESERVE	212,193.49
697	PORT OF COUPEVILLE IDD FUND	1,500,000.00
701	CLINTON WATER MAINTENANCE	200,334.17
705	LONG BEACH MAINTENANCE	20,129.51
707	PENN COVE MAINTENANCE	1,070,000.00
719	BAYVIEW BEACH EMERGENCY	100,250.00
720	CLINTON WATER CONSTRUCTION	61,031.30
722	LONG BEACH CONSTRUCTION	69,870.49
723	LAGOON POINT CAPITAL	950,000.00
725	CAMANO VISTA CAPITAL IMP	166,000.00
726	FIRE DISTRICT #3 CONTINGENCY ACCT	170,000.00
727	FIRE DISTRICT #3 RESERVE ACCT	53,000.00
728	BAYVIEW BEACH SFR WATERLINE	44,000.00
729	CLINTON BOND	34,825.76
730	CROCKETT LAKE CONSTRUCTION	385,000.00
739	JUNIPER BEACH MAINTENANCE	150,000.00
742	FREELAND CONSTRUCTION	2,010,000.00
755	ISLAND TRANSIT/PTBA	55,000,000.00
758	PENN COVE CONSTRUCTION	1,070,000.00
760	CLINTON WATER CAPITAL	283,944.04
761	ADMIRALS COVE CAPITAL IMPROVEMENT	755,000.00
763	SWANTOWN CAPITAL	260,000.00
764	SCATCHET HEAD WATER EMERGENCY	274,300.00
765	LEDGEWOOD BEACH CAPITAL	450,000.00
766	BAYVIEW BEACH CONSTRUCTION	150,000.00
768	SO WHID PARK REC CAPITAL	47,500.00
769	CLINTON WATER SEWER	479.45
771	FIRE DISTRICT #1 CAPITAL FACIL	750,000.00
772	HOLMES HARBOR TRUST LOAN	31,152.00
775	SO WHID PARKS & REC RESERVE	377,388.00
776	FIRE DISTRICT #1 CAPITAL	2,094,000.00
777	FIRE DISTRICT #1 RESERVE	2,463,932.00
783	ADMIRALS COVE EMERGENCY RES	50,000.00
785	HOLMES HARBOR CAPITAL IMP	126,603.00
786	HOLMES HARBOR REPLACEMENT	80,482.00
787	HOLMES HARBOR EFFLUENT DISPOSAL	1,900.00
788	NO WHID POOL PARK & REC CAPITAL	3,230.65
789	CLINTON WTR DIST ENCUMBER ACCT	409,992.29
795	CROCKETT LAKE EMERGENCY RES	36,300.00
920	RESIDUAL&STATE POOL INVESTMENT	119,973,601.04

225,896,740.16

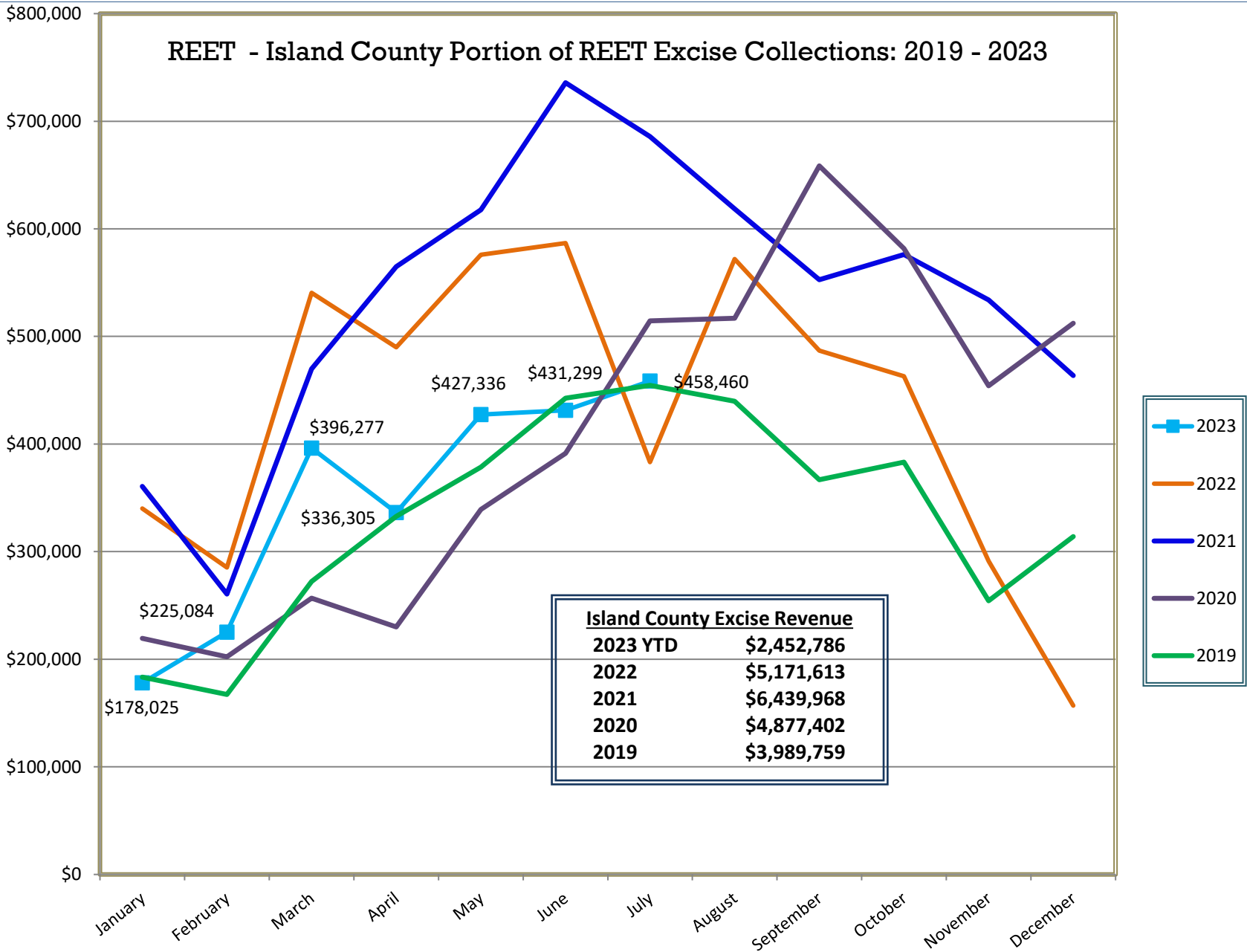
Island County Year-to-Date Investment Interest Earned, July 2023



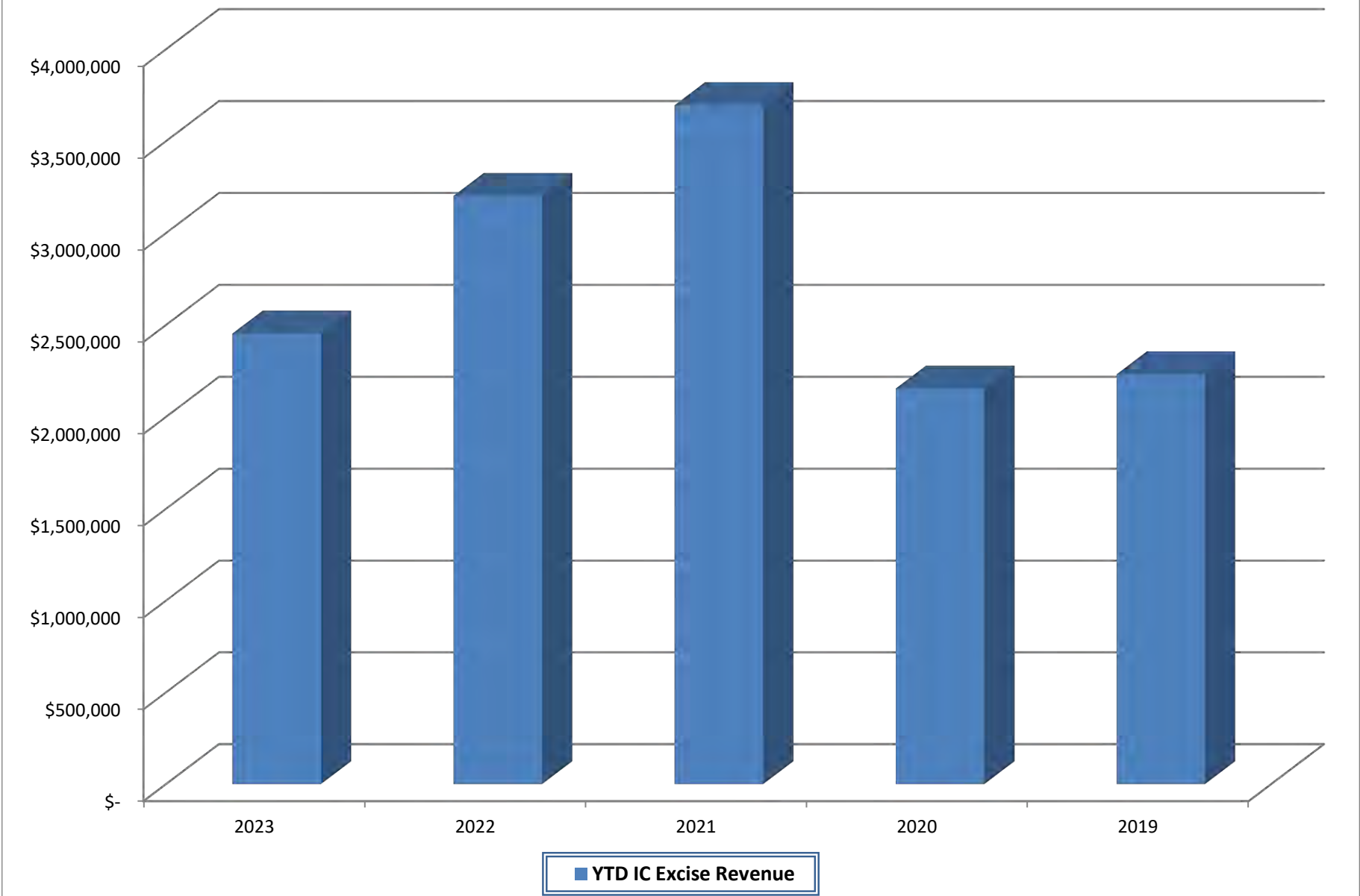
Island County 2019-23 REET - Number of Affidavits Processed by Month



REET - Island County Portion of REET Excise Collections: 2019 - 2023



YTD Island County Excise Revenue through July, by Year





ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

DATE: 8/16/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Mary Engle, Director

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Long Range Planning

Agenda Item No.: 1

Subject: Planning 2023 August Update

Description: Long Range Planning 2023 August Update

Attachment: 2023 Docket and Work Plan August Update

Request: *(Check boxes that apply)*

☐ Move to Consent

☐ Move to Regular

☒ None/Informational

☒ Discussion

☐ Signature Request

☐ Other: _____

IT Review Complete: ☒ Not Applicable

Budget Review Complete: ☒ Not Applicable



ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339
■ from S. Whidbey (360) 321-5111, Ext. 7339 ■ FAX: (360) 679-7306
■ 1 NE 7th Street, Coupeville, WA 98239
■ Internet Home Page: <https://www.islandcountywa.gov/>

~ MEMORANDUM ~

TO: Island County Board of County Commissioners
FROM: Island County Planning & Community Development
DATE: August 4, 2023
SUBJECT: August Update to 2023 Work Plan & Docket Items

Long Range Planning 2023 August Update

2023 Docket Items

Project Name	Estimated Timeline	Notes
17.05A Shoreline Master Program	June 7 Aug Sept	<ul style="list-style-type: none">Ordinance and Code text was sent to Prosecuting Attorney, awaiting timelineCode text and Maps to Department of Commerce when received back from Prosecuting Attorney, will request 14-day review, may be 60-day reviewBoard Approval Process (Work Session, Consent Calendar, Public Hearing)
17.04A Ebeyes Landing Periodic Review	Aug-Sept	<ul style="list-style-type: none">Director to bring forward proposed contract/agreement for Consultant to BOCC Work Session
Buildable Lands Program – Comp Plan	June-July Aug Sept Sept-Oct Oct Nov	<ul style="list-style-type: none">Local Jurisdictions discussing changes with Legislative bodiesReconvene with Jurisdiction to draft changesBoard 1on1s to finalize changesUpdate County Wide Planning Policy if necessary (Planning Commission and Board Approval Process followed by Jurisdictional approval)Adjust Buildable Lands Program as necessaryRun Buildable Lands Program

CONTINUED

ICC Title 11 – Land Development (Public Works)	9-12 months	PW item, likely to carryover
ICC Title 12 – Complete Streets (Public Works)	9-12 months	PW item, likely to carryover

2023 Work Plan Items

Project Name	Estimated Timeline	Notes
Comprehensive Plan (Grants/Preliminary)	June-July Aug-Dec June-Sept Sept-Dec	<ul style="list-style-type: none"> Drafting 2025 Public Participation Plan, incorporating updated Commerce guidance Timeline for the approval of the Public Participation Plan Commerce Grant due September 30, 2023 Seek Consultant for portions of Comprehensive Plan
Ebeys Design Guidelines (Town of Coupeville)	2024	<ul style="list-style-type: none"> Director to bring Contract/Agreement for Consultant to BOCC Possible schedule of work to begin in Dec 2023 and complete by end of 2024
Clinton Gateway	2024	<ul style="list-style-type: none"> Clinton Gateway work to be completed as a Subarea Plan with 2025 Comprehensive Plan Update
Clearing & Grading Permits (Public Works)	Aug Oct	<ul style="list-style-type: none"> Planning to discuss Resolution C-89-14 PLG-007-14 with Public Works Dept. Minor code updates may be needed but may resolve code on which Dept oversees Clearing and Grading Permits.



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

DATE: 8/16/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Connie Bowers, Director

Amount of time requested for agenda discussion. 30 minutes

DIVISION: County Roads

Agenda Item No.: 1

Subject: Community Outreach Meeting Overview: South Whidbey Industrial Park Road Project

Description: Discuss input from community outreach and the project's next steps.

Attachment: Memorandum, Community Outreach Meeting Overview Presentation, Proposed South Whidbey Industrial Park Road

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input checked="" type="checkbox"/> Other: Direction |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable



Island County Public Works

Connie Bowers, P.E., Director and County Engineer

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

August 16, 2023

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, Assistant County Engineer

RE: Community Outreach Meeting Overview: South Whidbey Industrial Park Road Project

Island County Public Works will be presenting the results of the Public Outreach meeting that took place on Thursday, July 20th, 2023, at the Bayview Fire Station.

Public Works has been working on providing public access to light industrial parcels on/near private Crawford Road, South Whidbey. In 2015, the Whidbey Air Park Access Study was completed. In 2019, the Whidbey Airpark Access Economic Study & Funding Options report was completed.

There are two alignments being considered for the new public road. One is to install a new public road from SR20 at Craw Rd to connect to the middle of Crawford Rd (South). The other alignment is to improve the private Road of Crawford from Brooks Hill Road to the light industrial parcels (North). Both alignments would combine with an area through the light industrial zone (Middle).

Open House Input:

Alignment	Yes	No
South	10	0
Middle	24	1
North	26	1

Public Works is requesting Board direction on the project route and what will be the funding source for the preliminary engineering of the proposed road. Two potential grants could be the Rural Economic Development Fund (local), an Economic Development Administration grant (federal), local road funds, and/or a Road Improvement District. If a grant is secured, a grant match will be required, and the funding source will need to be determined.

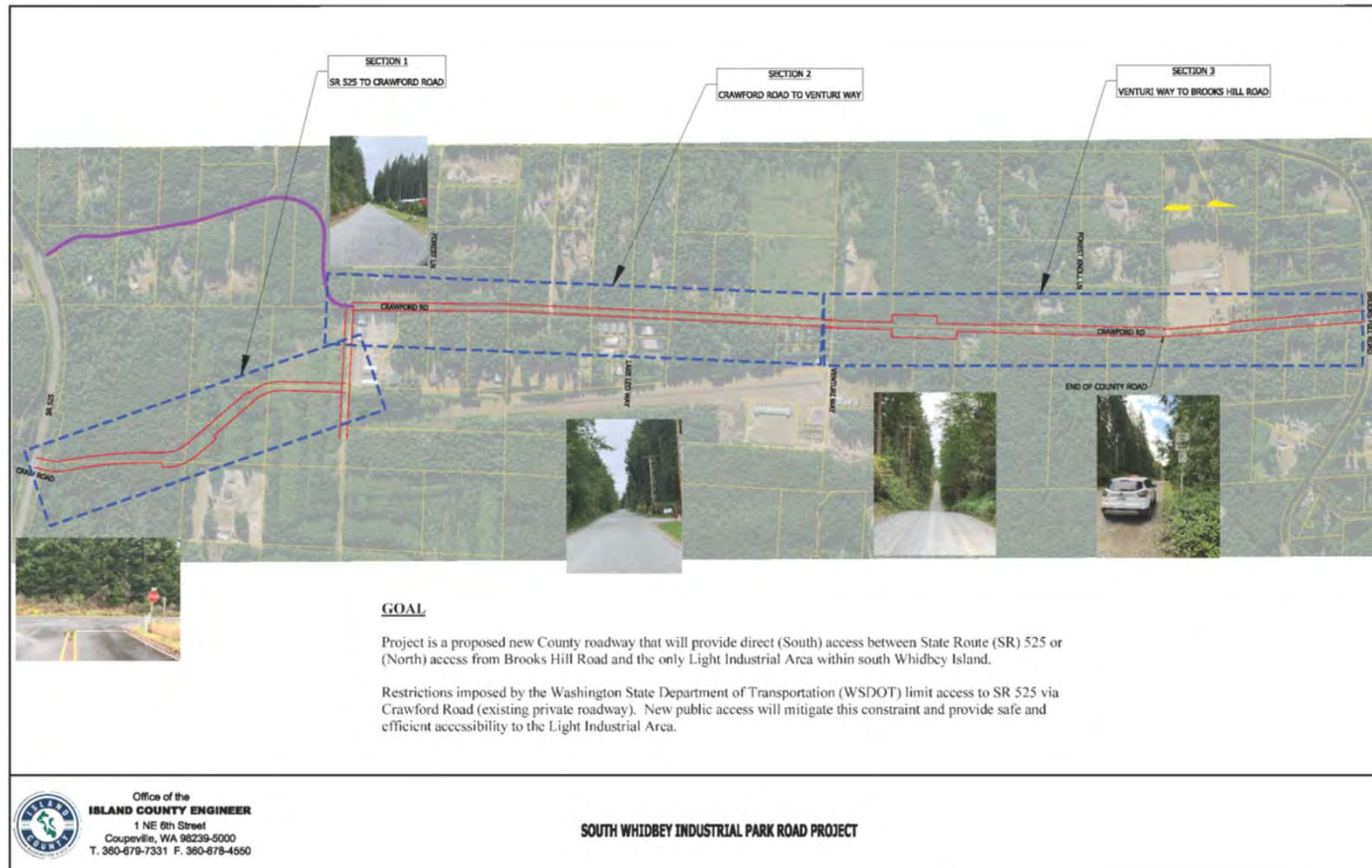


COMMUNITY OUTREACH MEETING OVERVIEW: SOUTH WHIDBEY INDUSTRIAL PARK ROAD PROJECT

August 16, 2023



ZONES: SOUTH – INDUSTRIAL – NORTH





PROJECT DISCUSSION

- ▶ Why are we here
- ▶ Process to convert private road into public/Island County road
 - ▶ Island County Code Chapter 12.02 applies
- ▶ Island County is considering options to connect to Light Industrial Area
 - ▶ North (from Brooks Hill Rd)
 - ▶ South (from SR 525)
- ▶ Funds:
 - ▶ Current working estimates (2023 dollars) \$10M (North) / \$6M (South) to construct, only
 - ▶ Exploring optional source(s) to Plan and Construct
- ▶ Timeline:
- ▶ Requirements from landowners --- Questionnaire
 - ▶ Funding – Required matching funds, if necessary
 - ▶ Easements --- \$0 estimated for easement/Right-of-Way acquisition



SURVEY RESULTS – NORTH OR SOUTH PREFERENCE

- ▶ 36 Attendees signed in
- ▶ 48 Parcels are adjacent to both road segments
 - ▶ No response from 36 landowners
 - ▶ 10 landowners responded:
 - ▶ 2 responses No for North road improvement
 - ▶ 2 responses Yes for North & South road improvements
 - ▶ Road Section 1 (South): 4 Yes (landowners) / 6 Yes (non landowners)
 - ▶ Road Section 2 (Industrial): 8 Yes & 1 No (landowners) / 16 Yes (non landowners)
 - ▶ Road Section 3 (North): 6 Yes & 1 No (landowners) / 20 Yes (non landowners)
 - ▶ 3 responses for funding Road Industrial District
 - ▶ 0 responses for donating Right of Way / easements
- ▶ 8 Email responses post July 20 Outreach



SURVEY RESULTS – WRITE-IN RESPONSES

- 2 responses: North route will create more traffic at higher speeds
- North route better access during major disaster event
- Road improvement will increase traffic – making it unsafe for children

- 11 responses: Consider airport compatibility
- 2 responses: Easements available from the South
- 2 responses: Dangerous intersection at SR525
- South route provides safe highway access, instead of using private road
- Include roundabout at SR525
- South adds access to South Whidbey Park

- 11 responses: Speed limit should not exceed 25 mph
- 8 responses: Prefer existing Crawford Road intersection be improved / potential roundabout
- 3 responses: Existing road dust
- 3 responses: Need asphalt road for heavy delivery trucks / rapid deterioration due to trucks
- 2 responses: Include pedestrian access and walking path
- 2 responses: Accessibility to Langley businesses
- 2 responses: Concern easements taken from property owners
- Concern for farm stand relocation
- Provide bus stop
- Need safer /adequate commercial public access
- Wetlands & critical areas
- Speed bumps or plant stand or roundabout in Industrial zone



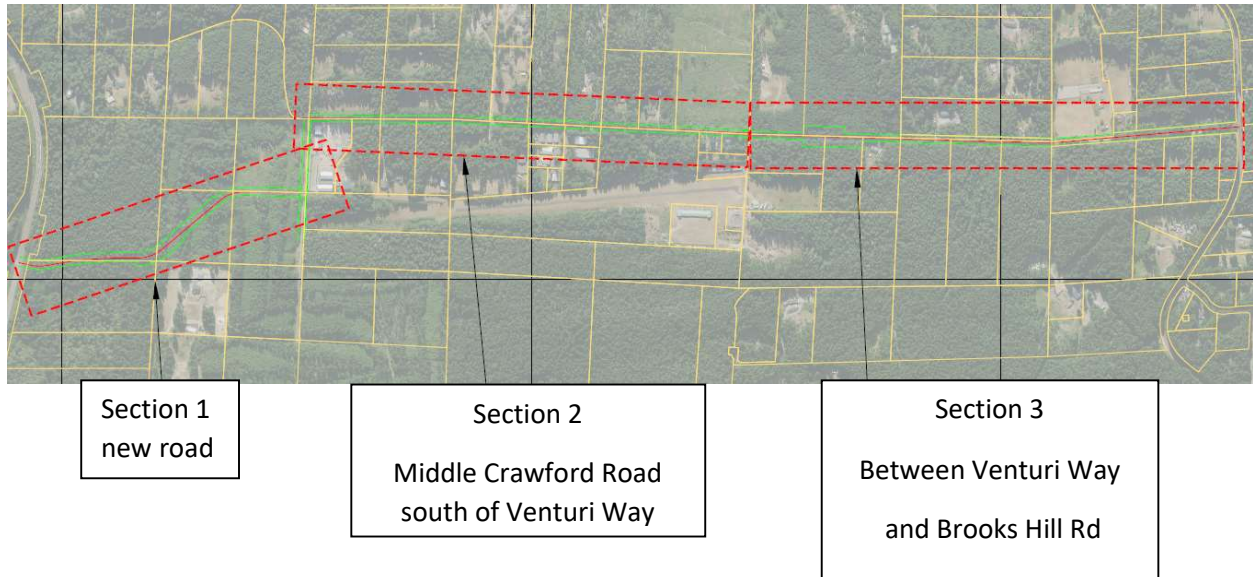
PROPOSED SOUTH WHIDBEY INDUSTRIAL PARK ROAD

Island County is evaluating options to submit grant applications and other funding methods for:

Section 1: New road connection from SR525 to middle Crawford Road;

Section 2: Improvements to Middle Crawford Road (private); and

Section 3: Improvements to north section of Crawford Road (public/private).



Are you supportive of County pursuing a project in Section 1, Section 2, and/or Section 3?

How do you use Crawford Road? (Check all applicable boxes)

- ☐ I live within Section 1, the proposed new road segment from SR525 to middle Crawford Road
- ☐ I live within Section 2, middle Crawford Road (private)
- ☐ I live within Section 3, north section of Crawford Road (public/private)
- ☐ I work or live at a property accessed by Crawford Road
- ☐ I visit businesses accessed by Crawford Road
- ☐ I have comments for the project, but I do not regularly use Crawford Road

If you own property along one of the proposed sections, are you willing to donate Right of Way and easement rights, and waive your right to an appraisal for the County to improve and receive ownership of the private portions of roads?

Parcel number(s): _____

- ☐ Not applicable
- ☐ Yes
- ☐ No
- ☐ Unsure, please contact me for additional information



PROPOSED SOUTH WHIDBEY INDUSTRIAL PARK ROAD

If you own property along one of the proposed sections, are you supportive of the County creating a Road Improvement District (RCW 36.88 COUNTY ROAD IMPROVEMENT DISTRICTS) to fund the improvements?

- ☐ Not applicable
- ☐ Yes
- ☐ No
- ☐ Possibly

What concerns do you have with existing conditions of private portions of Crawford Road?

If Section 1 or Section 3, and Section 2 were improved to County Road Standards, how will your use of Crawford Road change?

Contact Information:

Name:

Email:

Phone:

BOARD OF ISLAND COUNTY COMMISSIONERS

BUDGET WORKSHOP DISCUSSION

August 16, 2023 @ 1:00 P.M.

Board of County Commissioners Hearing Room (Room 102B), 1 NE 6th Street, Coupeville, WA

BUDGET WORKSHOP

The purpose of the meeting is for the 2024 Budget Workshop further discussion and review with Department Heads and staff.

- | | |
|--------------------|------------|
| • Auditor's Office | 30 Minutes |
| • Sheriff's Office | 60 Minutes |
| • Coroner's Office | 15 Minutes |