

Kittitas County Juvenile Probation

Agenda Staff Report

AGENDA DATE:

9/7/2011

ACTION REQUESTED:

Request to approve an Interagency Agreement between AOC and the Juvenile Court to be reimbursed for services performed under the statutory area known as the BECCA Bill.

BACKGROUND:

The Becca Bill was created and amended several times over the last years to empower parents to have resources empowered from the court through At Risk Youth Petitions; for children to have access to court authorized resources through Children in Need of Services (CHINS) Petitions; and for schools, parents and children to have access to court supported education through Truancy Petition process. The legislature has funded the legal process to local juvenile courts.

INTERACTION:

The Administrative Office of the Courts (AOC) administers the legislatively funded dollars through interagency agreements with local jurisdictions. Our County legal advisor has reviewed and approved as to form. The Presiding Judge of the Superior Court has signed indicating his approval of court resources indicated in this contractual obligation.

RECOMMENDATION:

Sign the agreement.

HANDLING:

All originals need to be returned to JCA Holmes to obtain AOC signing authority signature and return a final originally signed document with all parties' signatures.

LEAD STAFF:

William Holmes

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2011-_____

A Resolution Authorizing Execution of Interlocal Agreement with the State of Washington
Administrative Office of the Courts

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, The State of Washington Administrative Office of the Courts contracts with individual counties to provide Becca Bill services; and

WHEREAS, Kittitas County Juvenile Court provides Becca Bill services, including CHINS Petitions, ARY petitions, and truancy petitions; and

WHEREAS, An Interlocal Agreement is necessary for providing these services; and

WHEREAS, the State of Washington Administrative Office of the Courts and KITTITAS COUNTY possess authority to enter into this Agreement pursuant to Chapter 39.34 RCW.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, That the attached Interlocal Agreement between Kittitas County and the State of Washington Administrative Office of the Courts be executed for the provision and funding of Becca Bill services.

ADOPTED this _____ day of _____ 2011.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

Paul Jewell, Chairman

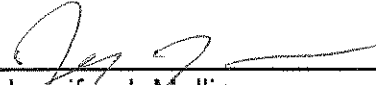
Alan Crankovich, Vice-Chairman

Obie O'Brien, Commissioner

ATTEST:
CLERK OF THE BOARD

APPROVED AS TO FORM:

Julie A. Kjorsvik



Jennifer J. Mullin,
Deputy Prosecuting Attorney
WSBA#35684

RESOLUTION

INTERAGENCY AGREEMENT IAA12037
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
KITTITAS COUNTY JUVENILE COURT

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

PURPOSE

The purpose of this contract is to engage the services of the Contractor to process Becca Bill programs and services within its jurisdiction.

DESCRIPTION OF SERVICES TO BE PROVIDED

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

The Contractor shall submit summary reports to AOC documenting Becca Bill activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

1. CHINS petitions;
2. ARY petitions; and,
3. Truancy petitions.
4. The required format of the report is attached as Exhibit A and is incorporated herein.

Reporting schedule:

Period	Report Due
07/01/11 - 12/31/11	01/12/12
01/01/12 - 06/30/12	07/12/12

PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from July 1, 2011 through June 30, 2012, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$23,292.00 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed these amounts 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 its actual costs associated with the processing of CHINS, ARY and Truancy petitions.

- c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoices and Becca Reimbursement Detail reports (see Exhibit B) are 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 invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41170, Olympia, WA 98504. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
- 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 expenses under this agreement.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca Bill programs. If it appears Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

- a. Background Check/Criminal History. In accordance with Chapters 388-700 WAC, 7205 RCW, and 43.20A RCW, 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 subcontractor is suitable for access to clients/juveniles;

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also 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, "Sexual Offenses."

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.

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.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. This clause does not apply to the provisions of the REVENUE SHARING section in this agreement.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification 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.

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.

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.

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. This Agreement

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.

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 contract and prior to normal completion, the AOC may terminate the contract 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 contract 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.

COUNTERPARTS

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

CONTRACT MANAGEMENT

The program 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 Program Manager	Contractor Program Manager
Regina McDougall	William Holmes, Juv Court Admin
PO Box 41170	205 W 5th Ave, Suite 211
Olympia, WA 98504-1170	Ellensburg, WA 98926-2887
360 705-5337	509-962-7516
<u>Regina.McDougall@courts.wa.gov</u> <i>William.</i>	<u>holmes@co.kittitas.wa.us</u>

ENTIRE AGREEMENT

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

AGREED:

THE ADMINISTRATIVE OFFICE
OF THE COURTS

CONTRACTOR

Dirk Marler, Director
Judicial Services Division

Signature

Printed Name

Date

Title

Date