

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>MEETING DATE:</b> FC 08-13-19 BC 08-27-19	Executive Contract XX	PUBLIC HEARING
<b>SUBJECT:</b> Sign Interagency Agreement with AOC for support of CASA programs via No. IAA20031	Pass Ordinance XX	1 <sup>st</sup> DISCUSSION
<b>Prepared By:</b> Rosa Garcia	Pass Motion	2 <sup>nd</sup> DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Other	OTHER

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center would like to enter into an Agreement with the State of Washington, Administrative Office of the Courts (AOC), to provide Court Appointed Special Advocate (CASA) representation to dependent youth of Benton and Franklin Counties. Benton-Franklin Counties Juvenile Justice Center has been receiving funding from AOC in support for CASA program since 2000.

**SUMMARY**

The term of the Interagency Agreement No. IAA20031 is July 1, 2019, through June 30, 2020. The Program Agreement is backdated to July 1, 2019, so that services are not interrupted, and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2019.

The delay in execution is a result of the Agreement not being received by AOC until July 29, 2019.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Interagency Agreement No. IAA20031.

**COORDINATION**

Coordination of the Program Agreement occurred as follows: Darryl Banks, Administrator; and Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the agreement as to form.

**FISCAL IMPACT**

This project is grant funded. The Program Agreement is based on expenditure reimbursement to the Benton-Franklin Counties Juvenile Justice Center. The maximum reimbursement amount is not to exceed \$84,153.00.

**MOTION**

I move that the Chair of the Board of Benton County Commissioners, and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Interagency Agreement No. IAA20031 between the Juvenile Justice Center and the State of Washington Administrative Office of the Courts, for the term of July 1, 2019, through June 30, 2020.

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County all four (4) originals are to be returned to Rosa Garcia for AOC signature.

**I certify the above information is accurate and complete.**

Rosa Garcia

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;**

**IN THE MATTER OF AWARDING THE INTERAGENCY AGREEMENT BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS**

**WHEREAS**, Benton and Franklin Counties had an Interagency Agreement with the State of Washington Administrative Office of the Courts for support of CASA programs via Benton County Resolution numbered 2018 559 and Franklin County Resolution numbered 2018 245 which is Interagency Agreement No. IAA19088; and

**WHEREAS**, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement No. IAA20031 between the State of Washington Administrative Office of the Courts, and the Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2019 and terminating on June 30, 2020, and

**WHEREAS**, the new Program Agreement was not received by the State of Washington Administrative Office of the Courts until July 29, 2019 and is backdated to July 1, 2019, so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2019; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approves the State of Washington Administrative Office of the Courts Interagency Agreement No. IAA20031. The Program Agreement is based on expenditure reimbursement in which the maximum amount is not to exceed \$84,153.00.

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Interagency Agreement No. IAA20031; and

**BE IT FURTHER RESOLVED**, the term of the attached Program Agreement commences July 1, 2019 and expires on June 30, 2020.

**DATED** this \_\_\_\_ day of \_\_\_\_\_ 2019  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this \_\_\_\_ day of \_\_\_\_\_ 2019  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

**INTERAGENCY AGREEMENT IAA20031  
 BETWEEN  
 WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS  
 AND  
 BENTON/FRANKLIN COUNTY JUVENILE COURT  
 FOR THE  
 SUPPORT OF CASA PROGRAMS**

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

**IT IS THE PURPOSE OF THIS AGREEMENT** for the COURT to increase the number of children served by court-appointed special advocates (CASAs) in dependency matters or to reduce the average caseload of volunteers to recommended CASA 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.

**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 a CASA program to serve juvenile dependency cases. The COURT will ensure that the CASA program and CASA volunteers comply with the statutory requirements contained in RCW 13.34.100 - 107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA 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 "CASA Bi-Annual Report to AOC"**.

**Reporting schedule:**

Period	Report Due
07/01/19 - 12/31/19	01/31/20
01/01/20 - 06/30/20	07/31/20

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

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

**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, 2019 regardless of the date of execution and it

shall end on June 30, 2020, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

### **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 \$84,153. 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 Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by 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.

### **BILLING PROCEDURE**

The COURT shall submit monthly invoices on properly-completed Washington State form A-19 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 invoices and the detailed information outlined in the CASA Monthly Detail Report (see Exhibit B attached and incorporated into this agreement). 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.

### **REVENUE SHARING**

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA programs. If it appears the COURT 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.

### **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, CASA Bi-Annual Reports will be distributed to Washington State CASA. 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.

## **BACKGROUND CHECKS**

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASA Volunteers, and subcontractors who have access to children, prior to any access under this agreement;
- Based on the results from the criminal background check, determine each employee, CASA Volunteer, and subcontractor is suitable for access to children;
- Follow the AOC process, provided by the AOC Program Manager, for processing background checks.

The **AOC** will:

- Pay for CASA Volunteer criminal background checks.
- Provide CASA funding.

## **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.

## **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) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted 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.

### **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.

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, 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.

### **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 contract if all parties agree to the amendment.



## **EXHIBIT A CASA COST GUIDELINES**

### **A. PURPOSE and SCOPE**

This document establishes the allowable cost guidelines for CASA reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

### **B. GENERAL**

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

### **C. ROLES AND RESPONSIBILITIES**

#### **1. Court Project Manager**

- Person designated by the court to manage the CASA 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
- Oversees distribution of funds
- Approves invoices and submitted supporting documentation for CASA reimbursement
- Responds to cost and budget questions from the courts
- Reviews all reports required under the CASA agreement

#### **3. Management Services Director**

- Resolves policy and procedural issues related to CASA funding



#### **4. AOC Comptroller**

- Determines CASA annual fund allocation based on monies received from the legislature
- Periodically audits Courts to ensure reimbursement requests are supported

#### **5. Contract Manager**

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

#### **6. State Auditor**

- Audits Courts and AOC for compliance with CASA.

### **D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION**

#### **1. Staff/FTE (salaries and benefits)**

- Payroll record/time and attendance records related to the CASA program. If employee is not assigned fulltime to working with the CASA program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA 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 on CASA. Document the process for determining the amount of time the person(s) spend on CASA 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 program and invoice must be approved by authorizing authority (i.e. county 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 CASA 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 with regard to a specific case. There is no CASA reimbursement for representation of a minor child. If the CASA volunteer

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. 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 CASA 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 county 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 CASA 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.
- 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 Washington State CASA and Children’s Justice conferences. 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 staff was assigned. CASA staff or CASA volunteer may also be reimbursed for travel to and from the Washington State CASA or the Children's Justice conferences. Travel expenses to any other training programs must be pre-approved by AOC Project Manager.
  - Supporting Documentation –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 MONTHLY DETAIL REPORT

## EXHIBIT B

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

**COURT:** \_\_\_\_\_

**MONTH/YEAR:** \_\_\_\_\_

**ADMINISTRATIVE**

- Computer Set-Up
- CASA 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            (4 Registrations: Justice Conf)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Total*    **\$**                      -

**GRAND TOTAL**

**\$**                      -

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

**BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**



Darryl Banks, Juvenile Court Administrator

8-1-19

Date

**BENTON COUNTY APPROVAL**

Approved as to Form:



Deputy Prosecuting Attorney

073019

Date

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

Civil Deputy Prosecuting Attorney

Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairman, Board of Commissioners

Date: \_\_\_\_\_

Attest:

Clerk of the Board: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairman, Board of Commissioners

Date: \_\_\_\_\_

Attest:

Clerk of the Board: \_\_\_\_\_