

**Jefferson County
Board of County Commissioners
Agenda Request**

To: Board of County Commissioners
From: Barbara Carr, Juvenile Court Administrator
Agenda Date: **Monday, August 19, 2013**
Subject: **Interlocal Agreement # ICA 14073**
Family and Juvenile Court Improvement Plan

Statement of Issue:

The FJCIP program has been funded by the Administrative Office for the Courts for five years. Our funding for this program includes money for salary and "benefits" of the Coordinators contracted for under this program. Currently, these funds support 8 hours per week on the part of the Superior Court Administrator.

Analysis:

None.

Alternatives:

Terminate the program.

Fiscal Impact:

This revenue has been included in my budget for 2014.

Recommendation:

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

Approved by: 
Philip Morley, County Administrator

INTERLOCAL COOPERATIVE AGREEMENT ICA14073
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
JEFFERSON COUNTY SUPERIOR COURT

THIS CONTRACT is entered into by and between the **STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS** ("AOC") and **JEFFERSON COUNTY SUPERIOR COURT** ("Contractor").

PURPOSE

The purpose of this contract is to engage the services of the Contractor to improve and support family and juvenile court operations as set forth in the Family and Juvenile Court Improvement Plan (FJCIP) authorized by Chapter 279, laws of 2008.

Funds received under this contract may only be used to supplement, not supplant, any other local, state or federal funds received for the Contractor's court(s).

DESCRIPTION OF SERVICES

The Contractor will:

- a. Assign a Chief Judge for the family and juvenile court for a minimum term of two (2) years;
- b. Employ a Case Management Coordinator, and provide that Coordinator with training in the area of family and juvenile law;
- c. Document that all judicial officers serving in the county's FJCIP project have completed the 30 hours of education required under RCW 2.56.230(1)(c). Judicial Officers who participate in the FJCIP project after September 1, 2008 must complete the required education under this provision within six months of the beginning of their participation;
- d. Implement the principle of one judicial team hearing all of the proceedings in a case involving one family, especially in dependency cases;
- e. Demonstrate family and juvenile court reform projects related to data collection, analysis and application to court management;
- f. By March 1, 2014, update the local improvement plan to identify the specific staffing, facility, case management and/or operational improvement(s) that the Contractor accomplished during the project, and identify which Unified Family Court (UFC) principle(s) or timeliness indicator(s) are targeted. The annual report will include a summary of the court's progress on measurable outcomes regarding family and juvenile activities listed below:
 1. Identify case types that will be impacted (family, juvenile or both);

2. Explain what the local improvement is and how it will enhance current court operations;
3. List the specific UFC principle(s) or timeliness indicators the local improvement is targeted to meet;
4. Describe potential barriers to implementing the local improvement;
5. Maintain a process to identify those children who have been in foster care for at least 15 of the past 22 months.

PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from July 1, 2013 through June 30, 2014.

COMPENSATION

The AOC shall reimburse Contractor a maximum of \$14,420.00 to improve and support family and juvenile court operations based on standards developed by AOC and approved by BJA. The standards will allow the following expenses:

- a. FJCIP coordinator salary and benefits costs incurred during the term of this contract;
- b. Travel/Expense vouchers for travel related to training and/or case coordinator services;
- c. Family and Juvenile Court training for commissioners and judges or pay for pro tem judicial officer coverage during training;
- d. Increase judicial and non-judicial staff, including administrative staff to improve case coordination and referrals in family and juvenile cases, guardian ad litem volunteers or court appointed special advocates, security, and other staff;
- e. Improve the court facility to better meet the needs of children and families;
- f. Improve referral and treatment options for court participants, including enhancing court facilitator programs and family treatment court and increasing the availability of alternative dispute resolution;
- g. Enhance existing family and children support services funded by the courts and expand access to social service programs for families and children ordered by the court; and
- h. Improve or support family and juvenile court operations in any other way deemed appropriate by the administrator for the courts.

Contractor 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, which shall include reference to this agreement -- **ICA14073**. Before payment can be processed, properly-completed A-19 invoices must be submitted to:

Financial Services
Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170

Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

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.

AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among recipients of funding governed by the Family and Juvenile Court Improvement Plan legislation. If, in AOC's assessment, the Contractor is unlikely to expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available.

Contractor shall maintain sufficient backup documentation of expenses under this agreement.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

RECORDS, DOCUMENTS, AND REPORTS

The Contractor 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 contract. 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 contract. The Contractor will retain all books, records, documents, and other material relevant to this contract for six years after settlement, and make them available for inspection by persons authorized by this provision.

RIGHT OF INSPECTION

The Contractor 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 contract.

DISPUTES

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

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

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

ASSIGNMENT

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

WAIVER

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

SEVERABILITY

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

ENTIRE AGREEMENT

This 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.

COUNTERPARTS

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

CONTRACT MANAGEMENT

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

AOC Program Manager: Regina McDougall Administrative Office of the Courts PO Box 41170 Olympia, WA 98504-1170 (360) 705-5337 Regina.McDougall@courts.wa.gov	Contractor Program Manager: Barbara Carr Jefferson County Superior Court PO Box 1220 Port Townsend WA bcarr@co.jefferson.wa.us
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The signatories to this contract represent that they have the authority to bind their respective organizations to this contract.

AGREED:

STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS

CONTRACTOR

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date

Approved as to form only:
David Alvarez 8/8/13

Jefferson County Prosecutor's Office
David Alvarez, Chief Civil DPA