

**BOARD OF MASON COUNTY COMMISSIONERS
DRAFT BRIEFING MEETING AGENDA
411 North Fifth Street, Shelton WA 98584
Week of July 10, 2017**

Monday, July 10, 2017

Commission Chambers

- 9:00 A.M. Presentation of 2018 Budget Guidelines – Frank Pinter
- 9:30 A.M. Community Services – Dave Windom
- 10:15 A.M. BREAK
- 10:30 A.M. WSU Extension Office – Justin Smith
- 11:00 A.M. Public Works – Jerry Hauth/Melissa McFadden
Utilities & Waste Management
- Commissioner Discussion – as needed
- 11:30 A.M. Juvenile Court Services- Jim Madsen
- 11:45 A.M. Closed Session – RCW 42.30.140 (4) Labor Discussion
- BREAK – NOON
- 2:00 P.M. Thurston Mason Behavioral Health Organization – Mark
Freedman/Fred Johnson
- 2:30 P.M. Support Services – Frank Pinter
- Commissioner Discussion – as needed

Tuesday, July 11, 2017
Commission Chambers

- 11:45 a.m. Public Defense- Peter Jones
- 12:15 p.m. District Court- Judge Victoria Meadows
- 12:45 p.m. Superior Court

Briefing Agendas are subject to change, please contact the Commissioners' office for the most recent version.

Last printed 07/06/17 at 11:18 AM

If special accommodations are needed, contact the Commissioners' office at ext. 419, Shelton #360-427-9670; Belfair #275-4467, Elma #482-5269.

MASON COUNTY COMMISSIONER BRIEFING INFORMATION FOR WEEK OF

July 10, 2017

In the spirit of public information and inclusion, the attached is a draft of information for Commissioner consideration and discussion at the above briefing.

This information is subject to change, additions and/or deletion and is not all inclusive of what will be presented to the Commissioners.

We have changed the packet format so that it is an interactive document. Please click on the agenda item which then takes you to the cover sheet of that section in the document. To get back to the agenda, hit your "home" key on the keyboard.

Please see draft briefing agenda for schedule.



**MASON COUNTY
BRIEFING ITEM SUMMARY FORM**

TO: BOARD OF MASON COUNTY COMMISSIONERS	
FROM: Justin Smith, Director	
DEPARTMENT: WSU Extension	EXT: 690
BRIEFING DATE: July 10, 2017	
PREVIOUS BRIEFING DATES: (If this is a follow-up briefing, please provide only new information)	

ITEM: Report on May and June 2017 accomplishments of WSU Extension Mason County.

EXECUTIVE SUMMARY: (If applicable, please include available options and potential solutions):

BUDGET IMPACTS:

RECOMMENDED OR REQUESTED ACTION:

ATTACHMENTS:

PUBLIC WORKS
MONDAY JULY 10, 2017 – BRIEFING ITEMS
FROM PUBLIC WORKS

(For Commissioners Meeting July 18, 2017)

Items for this meeting are due to Diane Zoren on Wednesday, July 12, 2017

5.0 CORRESPONDENCE AND ORGANIZATIONAL BUSINESS

(None)

8.0 APPROVAL OF ACTION ITEM

- Interlocal Agreement with Mason Transit Authority (MTA) authorizing services provided by the Public Works Department for vehicle, road or site maintenance, engineering, survey, GIS, emergency assistance, sign fabrication, fueling and materials supply.
- Hire Correct Equipment, using the Small Works Roster process, for the installation of the decant valves and actuators for North Bay SBR Basins 1 and 2, in the amount of \$6,781.25.

9.0 PUBLIC HEARINGS AND ITEMS SET FOR A CERTAIN TIME

- (BRIEFED: June 12, 2017; ACTION to set hearing: June 20, 2017)
Hearing for July 11th - Private Line Occupancy Permit requested by Gedora Leasing Company, Clarence Williams, Trustee for a water and sewer line for address: 320 E Island Lake Drive, Shelton, WA.

10. OTHER BUSINESS

(None)

DISCUSSION ITEMS:

Attendees:

Commissioners:

Randy Neatherlin
 Kevin Shutty
 Terri Jeffreys

Public Works:

Jerry Hauth
 Sarah Grice
 Bart Stepp
 Loretta Swanson
 Others - list below:

Other Dept.:

List below:

Press:

List below:

Public:

List Below:

**MASON COUNTY
BRIEFING ITEM SUMMARY FORM**

TO: BOARD OF MASON COUNTY COMMISSIONERS	
FROM: Bart Stepp, Deputy Director/ Utilities and Waste Management	
DEPARTMENT: Public Works	EXT: 652
BRIEFING DATE: July 10, 2017	

ITEM: **Select Correct Equipment for North Bay Valve and Actuator Installation**

EXECUTIVE SUMMARY:

The North Bay wastewater plant has two SBR basins. Each basin has a plug valve on the line that decants treated effluent from the basins. This valve is operated by a motorized actuator based on set cycles. The actuators and valves for both basins have failed multiple times over the years. In mid-January the actuator for SBR 2 stopped working in auto. This has required operators since then to open and close the valve manually during decants. Because the plant cycles 24/7 this has resulted in lots of overtime and burnout by staff.

Through sole source procurement approval (Resolution 08-17) the County purchased new gate valves and actuators for the basins in February. Those valves arrived in early June. Installation of the valves and actuators requires confined space entry. Our operator staff is not currently trained in confined space entry and the County does not have the appropriate safety equipment to complete the work. We asked the City of Bremerton if they were available to assist with this as they had installed a valve at North Bay in 2016, but they are unavailable to assist us.

I then contacted three contractors who I thought could complete the job as the work is somewhat specialized plant equipment. Correct Equipment provided a quote of \$6,781.25. McClure and Sons provided a quote of \$8,947. Zephyr's Inc. declined to provide a quote saying they were too busy to complete the work. Correct Equipment is on the Mason County MRSC Small Works Roster.

Cost Impact to the County

The total cost for this work is \$6,781.25. This would come out of the capital equipment and maintenance budget for North Bay, Fund 403.

RECOMMENDED OR REQUESTED ACTION: Recommend the Board of Commissioners authorizes Public Works to hire Correct Equipment in the amount of \$6,781.25 to installation of the decant valves and actuators for North Bay SBR Basins 1 and 2.

Attachment

1. Correct Equipment Quote
2. McClure and Sons E-mail Cost



14576 NE 95th St
 Redmond, WA 98052
 877-371-4555

Quote

Date	Quote #
6/16/2017	3401

Name / Address
Mason Co. Util. & Waste Manage PO Box 578 Shelton, WA 98584

Job Name		Terms	Rep	Project
North Bay WWTP		NET 30 Days	RNT	
Item	Description	Qty	Cost	Total
CE Parts and Service	Install new Automatic valves and accessories on Both SBR's at North Bay WWTP and wire them up Mason County	1	6,250.00	6,250.00T
			8.50%	531.25
			Total	\$6,781.25

From: Jon Varriano <jon@mcclureandsons.com>
To: 'Bart Stepp' <BStepp@co.mason.wa.us>
Date: 6/14/2017 3:04 PM
Subject: RE: Order Status (PO No: 0456) and Document Transmittal

Bart,
The cost two install the two valves and disconnect and re-hook electrical up new actuators, check out voltage. Bid assumes Mason County is providing all materials including bolts, nuts, ect.

\$8,947.00

Jon Varriano
Operations Manager
McCLURE & SONS, INC.
15714 Country Club Drive
Mill Creek, WA 98012
425-225-2028 Direct
425-316-6999 Main
425-316-6789 Fax
206-730-1665 Cell
jon@mcclureandsons.com
www.mcclureandsons.com

-----Original Message-----

From: Bart Stepp [mailto:BStepp@co.mason.wa.us]
Sent: Monday, June 12, 2017 12:13 PM
To: Jon Varriano <jon@mcclureandsons.com>
Subject: RE: Order Status (PO No: 0456) and Document Transmittal

Hi Jon,

All the materials arrived at our North Bay facility last week for the valve replacement job. I know Burl wanted to look at those before making a quote so anytime he can make it up to look would be great.

Thanks,

Bart

Bart Stepp, PE
Mason County
Deputy Director Public Works - Utilities and Waste Division
100 Public Works Drive
Shelton, WA 98584
(360) 427-9670 x652
BStepp@co.mason.wa.us

>>> Jon Varriano <jon@mcclureandsons.com> 5/18/2017 5:45 AM >>>

Bart,
When could I have someone take a look at the work?

Jon Varriano
Operations Manager
McCLURE & SONS, INC.

15714 Country Club Drive
Mill Creek, WA 98012
425-225-2028 Direct
425-316-6999 Main
425-316-6789 Fax
206-730-1665 Cell
jon@mcclureandsons.com
www.mcclureandsons.com

-----Original Message-----

From: Bart Stepp [mailto:BStepp@co.mason.wa.us]
Sent: Tuesday, May 16, 2017 8:36 AM
To: Jon Varriano <jon@mcclureandsons.com>
Subject: Fwd: Order Status (PO No: 0456) and Document Transmittal

Hi Jon,

We have a little job we need done at our North Bay Wastewater Plant. The North Bay plant has two SBR basins. We need to switch out the decant valve and the actuator for both basins decant lines. We have ordered the valve, valve stem, actuator, and other needed materials from specialty controls who will be delivering the equipment to the site. Both of the valves are in open top basins but they are confined spaces. I have a bunch of new operators that don't have confined space training and we don't have the safety equipment so we need to a contractor to do it.

We can drain the EQ basin and the SBR basins down one at a time enough that the work can be completed without setting up a bypass and your employees would not be in danger of getting flooded by sewage. I think a crew of 2-3 guys could probably do one valve and actuator on one day and come back and do the second basin the next day. Pretty small job but an important one that does require a contractor.

I've attached information on the valve and actuators and an as-built section drawing showing the valve. Is this something you would be interested in helping us out with?

Thanks,

Bart

Bart Stepp, PE
Mason County
Deputy Director Public Works - Utilities and Waste Division
100 Public Works Drive
Shelton, WA 98584
(360) 427-9670 x652
BStepp@co.mason.wa.us

**MASON COUNTY
BRIEFING ITEM SUMMARY FORM**

TO: BOARD OF MASON COUNTY COMMISSIONERS	
FROM: Jerry Hauth /Cyndi Ticknor	
DEPARTMENT: Public Works	EXT: 450
BRIEFING DATE: July 10, 2017	
PREVIOUS BRIEFING DATES:	

ITEM: **Interlocal Agreement – Mason Transit Authority (MTA)**

EXECUTIVE SUMMARY:

The Interlocal agreement with Mason Transit Authority (MTA) would authorize the Public Works Department to provide vehicle, road or site maintenance, engineering, survey, GIS, emergency assistance, sign fabrication, fueling and materials supply services to Central Mason.

Budget Impacts:

MTA will pay all actual costs for requested services from the Public Works Department.

Agreement shall remain in effect until terminated by either party.

RECOMMENDED OR REQUESTED ACTION:

Recommend the Board of County Commissioners approve the Interlocal Agreement with Mason Transit Authority (MTA) authorizing services provided by the Public Works Department for vehicle, road or site maintenance, engineering, survey, GIS, emergency assistance, sign fabrication, fueling and materials supply.

Attachments: Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN MASON COUNTY AND MASON TRANSIT AUTHORITY
(MTA) FOR ACQUISITION OF SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ____ day of July 2017, by and between Mason Transit Authority (hereinafter referred to as TRANSIT) and Mason County (hereinafter COUNTY) collectively referred to as PARTIES.

WHEREAS, Revised Code of Washington Section 39.34.030 authorizes cooperative efforts between public agencies, and

WHEREAS, the TRANSIT has express interest in an Interlocal agreement with the County whereby the Public Works Department will provide the following services: vehicle, road or site maintenance, engineering, survey, GIS, emergency assistance, sign fabrication, fueling and materials supply.

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein the PARTIES agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this agreement is for COUNTY to provide the above mentioned services to the TRANSIT when a work request has been approved by both parties.
2. **ADMINISTRATION OF AGREEMENT:** Each PARTY to this agreement shall have an AGREEMENT representative. Each PARTY may change its representative upon providing written notice to the other PARTIES. The PARTIES' representatives are as follows:

To COUNTY:
 Dept. of Public Works
 100 W Public Works Drive
 Shelton, WA 98584
 Attn: Allan Eaton or Jeremy Seymour

To TRANSIT:
 Mason Transit Authority
 790 E. Johns Prairie Rd
 Shelton, WA 98584
 Attn: Marshall Krier, Maint. Manager

Phone: (360) 427-9670, Ext.450
 Fax: (360) 427-7783
 Email: allane@co.mason.wa.us
 Email: jeremys@co.mason.wa.us

Phone: (360) 432-5732
 Cell: (360) 481-1800
 Email: mkrier@masontransit.org

3. **DURATION OF AGREEMENT:** This agreement shall take effect upon execution of the agreement by both County and TRANSIT and shall remain in effect until EITHER PARTY terminates by giving a ten days written notice to the OTHER PARTY.

4. WORK REQUESTS: The TRANSIT will normally request work from the COUNTY Asst. Road Operations/Maintenance Manager, Allan Eaton and/or Fleet Supervisor, Jeremy Seymour. The request should be requested by an authorized representative of the TRANSIT by e-mail or fax. Phone or verbal requests must be followed up with a written request. The COUNTY will only do work as authorized by the TRANSIT.

5. SCHEDULING: The COUNTY will normally schedule the work in discussion with the TRANSIT'S representative, giving due consideration to the immediacy of the TRANSIT'S need and workload of the COUNTY.

6. COMPESATION: (A) The Transit shall pay the County all actual cost (direct and indirect) for requested services; an estimate will be provided by the County to the Transit if requested (B) The COUNTY shall invoice the TRANSIT detailing time and/or materials used by the COUNTY. (C) Payment is due upon receipt of invoice and payment shall be expected in thirty (30) days from date of invoice. Invoices and payments are to be sent to the address and representative referred to in section 2.

7. HOLD HARMLESS AND INDEMNIFICATION: (A.) The TRANSIT shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, Including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the TRANSIT'S acts, errors or omissions in the performance of this AGREEMENT. PROVIDED HOWEVER, that the TRANSIT'S obligation there under shall not extend to injury, sickness, death or damage caused by or arising out if the sole negligence of the COUNTY, its officers, officials, employees or agents.

PROVIDED FURTHER, that in the event of the concurrent negligence of the PARTIES, the Transit's obligations hereunder shall apply only to the percentage of fault attributable to the Transit, its employees or agents. (B.). With respect to the TRANSIT'S obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the COUNTY, the TRANSIT further agrees to waive its immunity under the State Industrial Insurance Law, Title 51, RCW, for any injury or death suffered by the TRANSIT'S employee's caused by or arising out of the TRANSIT'S acts, errors or omissions in the performance of this AGREEMENT. This waiver has been mutually negotiated by the PARTIES. (C.) The TRANSIT'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission or breech of any common law, statutory or other delegated duty by the TRANSIT, the Transit's employees, agents or subcontractors.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING: The PARTIES shall perform the terms of the AGREEMENT using only their bona fide employees or agents.

9. COMPLIANCE WITH LAWS: The PARTIES shall comply with all applicable federal, state and local laws, rules and regulations in performing this AGREEMENT.

10. **NON-DISCRIMINATION POLICY:** The COUNTY and the TRANSIT agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental sensory handicap, or other status protected by law.

11. **FILING:** This document shall be filed with the County Auditor pursuant to RCW 39.34 or, alternatively, listed by subject on the COUNTY'S website.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

DATED this _____, day of July 2017.

**BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON**

**MASON TRANSIT
AUTHORITY (MTA)**

Kevin Shutty, Chair

By

ATTEST:

Signature

Melissa Drewry, Clerk of the Board

Title

APPROVED AS TO FORM:

Tim Whitehead, Ch. DPA

**MASON COUNTY
BRIEFING ITEM SUMMARY FORM**

TO: BOARD OF MASON COUNTY COMMISSIONERS	
FROM: Jim Madsen	
DEPARTMENT: Juvenile Court Services	EXT: 332
BRIEFING DATE: 7/10/17	
PREVIOUS BRIEFING DATES: (If this is a follow-up briefing, please provide only new information)	

ITEM: Evidence Based Expansion Grant SFY 18-19

EXECUTIVE SUMMARY: (If applicable, please include available options and potential solutions):

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. Mason County Juvenile Court uses these funds to expand the Functional Family Therapy (FFT) program for youth and their families.

BUDGET IMPACTS:

This \$36,244 grant is a reduction of \$1,189 from previous Evidence Based Expansion Grants. 15% of the grant dollars are used to fund a portion of an FTE, which will result in a smaller portion of the FTE being paid by the 18-19 grant.

RECOMMENDED OR REQUESTED ACTION:

Approve the County Program Agreement – Evidence Based Expansion SFY 18-19 #1763-3770 between Mason County and the State of Washington Department of Social and Health Services.

ATTACHMENTS:

County Program Agreement – Evidence Based Expansion SFY 18-19 #1763-3770

- 10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y ____ N XX If so, what?

- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y XX ____
- 12) What fund would support a cash match (if required)? _____
- 13) If required what is the TOTAL cost of the match over the life of the grant? _____
- 14) What fund would support the administration of the grant? _____
- 15) Will the grant allow for the County cost allocation plan to be funded? Y ____
- 16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?
 No additional resources will be needed.

- 17) Would the program require use of a county vehicle or personal vehicle? Y ____ N XX ____
- 18) If so, would the grant provide for the cost of the automobile and/or liability insurance?
 Y ____ N ____
- 19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y ____ N XX If so, what activities?

- 20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y ____ N XX If so, what obligations?

- 21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?)
 No additional activities are needed

22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y _____ N XX If so, what is the funding source for consultant fees?

23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers.

~~In the event that the grant expires or is reduced, the funding would be absorbed by the existing budget or in extreme cases the department would provide justification for additional county funding.~~

24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

Please feel free to submit additional information as needed.

Official signature of requesting office/department:

Elected Official/Department Head

7/5/17
Date


Approved by:

Chair, Board of County Commissioners

Date

Juvenile Court Evidence Based Expansion Funding Awards FY18-19

County	FY18 Awards	FY19 Awards	FY18-19 Awards
Benton/Franklin	125,663	125,663	251,326
Chelan	74,251	74,251	148,502
Clallam	33,755	33,755	67,510
Clark	111,501	111,501	223,002
Columbia/Walla Walla	24,318	24,318	48,636
Cowlitz	62,077	62,077	124,154
Grays Harbor	34,411	34,411	68,822
Island	41,292	41,292	82,584
Jefferson	38,604	38,604	77,208
King	572,016	572,016	1,144,032
Kitsap	78,458	78,458	156,916
Lewis	38,607	38,607	77,214
Lincoln	4,475	4,475	8,950
Mason	36,244	36,244	72,488
Okanogan	104,064	104,064	208,128
Pacific/Wahkiakum	22,358	22,358	44,716
Pierce	465,796	465,796	931,592
Skagit	57,249	57,249	114,498
Snohomish	201,785	201,785	403,570
Spokane	318,088	318,088	636,176
Thurston	166,700	166,700	333,400
Whatcom	63,774	63,774	127,548
Yakima	300,944	300,944	601,888
County Sub-Total	2,976,430	2,976,430	5,952,860

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	<p>COUNTY</p> <p>PROGRAM AGREEMENT</p> <p>Evidence Based Expansion SFY18-19</p>	<p>DSHS Agreement Number</p> <p>1763-93770</p>
<p>This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.</p>		<p>Administration or Division Agreement Number</p> <p>County Agreement Number</p>
<p>DSHS ADMINISTRATION</p> <p>Rehabilitation Administration</p>	<p>DSHS DIVISION</p> <p>Division of Treatment and Intergovernmental Prog</p>	<p>DSHS INDEX NUMBER</p> <p>1229</p>
<p>DSHS CONTRACT CODE</p> <p>5052CS-63</p>		
<p>DSHS CONTACT NAME AND TITLE</p> <p>Robert Leonard Administrator</p>		<p>DSHS CONTACT ADDRESS</p> <p>14th Jefferson Olympia, WA Click here to enter text.</p>
<p>DSHS CONTACT TELEPHONE</p> <p>(360)902-0858</p>	<p>DSHS CONTACT FAX</p> <p>(360)902-8108</p>	<p>DSHS CONTACT E-MAIL</p> <p>robert.leonard@dshs.wa.gov</p>
<p>COUNTY NAME</p> <p>Mason County</p>	<p>COUNTY ADDRESS</p> <p>PO Box 368 Shelton, WA 98584</p>	
<p>COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)</p>	<p>COUNTY CONTACT NAME</p> <p>Jim Madsen</p>	
<p>COUNTY CONTACT TELEPHONE</p> <p>(360) 427-9670</p>	<p>COUNTY CONTACT FAX</p>	<p>COUNTY CONTACT E-MAIL</p> <p>jamesma@co.mason.wa.us</p>
<p>IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?</p> <p>No</p>		<p>CFDA NUMBERS</p>
<p>PROGRAM AGREEMENT START DATE</p> <p>07/01/2017</p>	<p>PROGRAM AGREEMENT END DATE</p> <p>06/30/2019</p>	<p>MAXIMUM PROGRAM AGREEMENT AMOUNT</p> <p>See Exhibit B</p>
<p>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:</p> <p><input type="checkbox"/> Data Security: <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</p> <p><input type="checkbox"/> No Exhibits.</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 DSHS only upon signature by DSHS.</p>		
<p>COUNTY SIGNATURE(S)</p>	<p>PRINTED NAME(S) AND TITLE(S)</p>	<p>DATE(S) SIGNED</p>
<p>DSHS SIGNATURE</p>	<p>PRINTED NAME AND TITLE</p> <p>Del Hontanosas Grants & Contracts Manager</p>	<p>DATE SIGNED</p>

Evidence-Based Expansion (EBE) Contract Term, Reimbursement Procedures,
and Program Responsibilities

1. 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, 2017 and expires June 30, 2019.
2. Funding. As of July 1, 2017 the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2018-2019.

If by July 1, 2017 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 2016-2017 (N° 1563-42652) until September 1, 2017 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2018-2019 funding rate shall apply retroactively to July 1, 2017 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, 2018, 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, 2017, the County is responsible for adhering to the Statement of Work described in Exhibit B: Statement of Work - Evidence Based Expansion.

If by July 1, 2017 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 2016-2017 (N° 1563-42652) shall apply to all work performed under this agreement until September 1, 2017 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 2018-2019 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, 2017, JR may discontinue reimbursement until the application is completed and approved.

STATEMENT OF WORK

Evidence Based Expansion

1. 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), Washington State Aggression Replacement Training (WSART), Coordination of Services (COS), and Family Integrated Transitions (FIT), and Education and Employment Training (EET).

General Requirements.

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

- a. Provide projects and services in compliance with the County Juvenile Court's Approved Evidence Based Application Response to the Rehabilitation Administration's Juvenile Rehabilitation (JR) Evidence Based Expansion Solicitation;
- b. All participating youth must be administered a Washington State Juvenile Court prescreen or full Risk Assessment. 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, Washington State Aggression Replacement Training, Coordination of Services, and Education and Employment Training.

2. Intervention Programs:

- a. Functional Family Therapy, Multi-systemic Therapy, Washington State Aggression Replacement Training, Coordination of Services, Family Integrated Transitions, 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 deviating 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, Inc. Initial 3-Day Training;
- (b) Assessment/Reporting Standards contained in FFT, Inc. 1-Day Systems Training;
- (c) Clinical feedback from FFT Inc. 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 provided by the University of Washington.
- (3) For Washington State Aggression Replacement Training (WSART):
- (a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;
 - (b) Precepts/practices contained in WSART initial training or subsequent Quality Assurance statewide meetings; and
 - (c) Feedback from designated WSART statewide Quality Assurance Specialist and Regional Site Consultants in on-going consultation and site visits.
- (4) 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.
- (5) For Family Integrated Transitions (FIT):
- (a) Attendance to all training on the treatment model required;
 - (b) Compliance with all concepts and practices contained in the training and in the developed treatment model; and
 - (c) Clinical guidance as supplied by the University of Washington.
- (6) Education and Employment Training (EET):
- (a) Compliance with all concepts and practices contained in the EET manual.
- c. For the interventions listed above:
- (1) The County Juvenile Court shall comply with 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 requires that the County Juvenile Court 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.

3. **Consideration.**

- a. The maximum consideration for the Evidenced Based Expansion program for SFY18-19 are identified in the "Juvenile Court Evidence Based Expansion Funding Awards SFY18-19" list, incorporated herein by reference.
- b. Under expenditure in FY18 may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of SFY18 and SFY19 for all counties participating in the Evidence Based Expansion contract, provided funding is available.
- c. 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 identified on page 1 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 SFY18-19" 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."
- d. 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 State-wide Quality Assurance Coordinators and CJAA Advisory Committee shall intervene and a work plan be developed with the County Juvenile Court to maintain compliance with their proposed cost per participant.
 - (1) The cost per participant is determined in section 4(C) of 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.

4. **Payment and Billing.**

- a. DSHS shall pay the Contractor upon acceptance by DSHS 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, WSART, COS, FIT, 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, WSART, COS, FIT, 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, WSART, COS, FIT, 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).

(4) Complete Monthly BOXI 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.

5. **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) In accordance with Chapters 388-700 WAC (JR -Practices & Procedures), 72.05 RCW (Children & Youth Services), 43.20A RCW (DSHS), 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.
- (b) 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) 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:
 - i. 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
 - ii. 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.

6. **Items Incorporated by Reference**

- a. RCW 13.40.500 – 13.40.550;
- b. Juvenile Disposition Sentencing Standards;
- c. The Community Juvenile Accountability Act (CJAA): Program Evaluation Design, WSIPP, November 1998;
- d. JR CJAA Quality Assurance Plans for Functional Family Therapy and Aggression Replacement Therapy and Coordination of Services; and
- e. The Washington State Juvenile Court Evidence Based Expansion Application document dated July 17, 2013.

**Juvenile Court Evidence Based Expansion
MONTHLY PROJECT UPDATE FORM**

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

- (1) County Name.
- (2) Month/Year of Service.
- (3) The court's projected number of youth who will start the program for the **current fiscal year**.
- (4) 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).
- (5) The total number of youth who started the program **since the beginning of the current fiscal year**.
- (6) The number of youth who have successfully completed the program **during this month**.
- (7) The number of youth who have successfully completed the program **since the beginning of the current fiscal year**.
- (8) The total number of youth who are still active in the program and have not completed **as of the end of this month**.
- (9) The **Total Reimbursement** for the program since the beginning of the current fiscal year.
- (10) The county's **current cost per youth** for the program.
- (11) **Program Comments** (include barriers to getting youth to start the programs and/or any opportunities to expand the programs).

**Juvenile Court Evidence Based Expansion
MONTHLY REIMBURSEMENT REQUEST FORM**

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 (WSART, FFT, MST, COS, FIT, and EET).

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

COSTS THIS MONTH

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

**Juvenile Court Evidence Based Expansion
QUARTERLY TARGET UPDATE FORM**

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 (WSART, FFT, MST COS, FIT, and EET).

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (FFT, WSART, ETC.)
--------	---------	------	--

PROPOSED QUARTERLY TARGETS

FIRST QUARTER: JUL – SEP	SECOND QUARTER: OCT – DEC	THIRD QUARTER: JAN – MAR	FOURTH QUARTER: APR – JUN
-----------------------------	------------------------------	-----------------------------	------------------------------

ACTUAL QUATERLY TARGETS

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

BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION

--

IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION

--

**MASON COUNTY
BRIEFING ITEM SUMMARY FORM**

TO: BOARD OF MASON COUNTY COMMISSIONERS	
FROM: Jim Madsen	
DEPARTMENT: Juvenile Court Services	EXT: 332
BRIEFING DATE: 7/10/17	
PREVIOUS BRIEFING DATES: (If this is a follow-up briefing, please provide only new information)	

ITEM: Consolidated Block Grant FY 2018-2019.

EXECUTIVE SUMMARY: (If applicable, please include available options and potential solutions):

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. Mason County Juvenile Court uses the following: Consolidated Juvenile Services At-Risk (CJS), Special Sex Offender Disposition Alternative (SSODA), and Community Juvenile Accountability Act/Evidence Bases Programs (CJAA) such as Functional Family Therapy (FFT) and Aggression Replacement Training (ART).

Due to the late signing of the state budget by the Washington State Legislature, this is a bridge contract from 7/1/17 – 8/31/17. While this bridge contract is in place a final approved FY 2018-2019 contract is being created by DSHS.

BUDGET IMPACTS: N/A

RECOMMENDED OR REQUESTED ACTION:

Approve the County Program Agreement #1763-96306 between Mason County and the State of Washington Department of Social and Health Services.

ATTACHMENTS:

County Program Agreement – Consolidated Contract FY 18-19 #1763-96306.

Mason County
GRANT QUESTIONNAIRE

Date: 7/5/17

Office/Department: Juvenile Court Services

Contact Person: Jim Madsen/Paula Thale

- 1) Name of Grant/Program Consolidated Block Grant FY 18-19
- 2) New Grant Renewing Grant Term (# of years) 2
- 3) Is the grant unchanged, and does not require Current Expense funding?
Y N
- 4) How will this grant benefit the County's citizens?
This Interagency Agreement between Mason County Juvenile Court and the State of Washington Dept. of Social and Health Services provides funds to implement evidence based and other programs to juvenile offenders and their families. These programs help reduce recidivism.
- 5) Is this a program grant or an equipment grant?
Program Grant
- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?
Renewable grant that is anticipated to continue well into the future.
- 7) If this is a new grant how will the grant support a current program OR how will the program change?

- 8) Does this grant require up front funds? Y N
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?

- 9) How many employees (new or current) will be paid by the grant? N -0- C 6
a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? _____

10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y ____ N XX If so, what?

11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y XX

12) What fund would support a cash match (if required)? _____

13) If required what is the TOTAL cost of the match over the life of the grant? _____

14) What fund would support the administration of the grant? _____

15) Will the grant allow for the County cost allocation plan to be funded? Y _____

16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?

No additional resources will be needed.

17) Would the program require use of a county vehicle or personal vehicle? Y XX N _____

18) If so, would the grant provide for the cost of the automobile and/or liability insurance?
Y XX N _____

19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y _____ N XX If so, what activities?

20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y _____ N XX If so, what obligations?

21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?)

No additional activities are needed.

22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y _____ N XX If so, what is the funding source for consultant fees?

23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers.

~~In the event that the grant expires or is reduced, the funding would be absorbed by the existing budget or in extreme cases the department would provide justification for additional county funding.~~

24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

Please feel free to submit additional information as needed.

Official signature of requesting office/department:

Elected Official/Department Head

7/5/17
Date

Approved by:

Chair, Board of County Commissioners

Date

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	<p>COUNTY PROGRAM AGREEMENT</p> <p>Consolidated Contract FY18-19</p>	<p>DSHS Agreement Number</p> <p>1763-96306</p>	
<p>This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.</p>		<p>Administration or Division Agreement Number</p> <p>County Agreement Number</p>	
<p>DSHS ADMINISTRATION</p> <p>Rehabilitation Administration</p>	<p>DSHS DIVISION</p> <p>Division of Community Programs</p>	<p>DSHS INDEX NUMBER</p> <p>1229</p>	<p>CCS CONTRACT CODE</p> <p>5024CS-63</p>
<p>DSHS CONTACT NAME AND TITLE</p> <p>Barbara Kraemer FA5</p>		<p>DSHS CONTACT ADDRESS</p> <p>OB 2 PO Box 45720 Olympia, WA 98504</p>	
<p>DSHS CONTACT TELEPHONE</p> <p>(360)902-0765</p>	<p>DSHS CONTACT FAX</p> <p>(360)902-8108</p>	<p>DSHS CONTACT E-MAIL</p> <p>kraembj@dshs.wa.gov</p>	
<p>COUNTY NAME</p> <p>Mason County</p>	<p>COUNTY DBA</p>	<p>COUNTY ADDRESS</p> <p>PO Box 368 Shelton, WA 98584</p>	
<p>COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)</p>	<p>COUNTY CONTACT NAME</p> <p>Jim Madsen</p>		
<p>COUNTY CONTACT TELEPHONE</p> <p>(360) 427-9670</p>	<p>COUNTY CONTACT FAX</p>	<p>COUNTY CONTACT E-MAIL</p> <p>jamesma@co.mason.wa.us</p>	
<p>IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?</p> <p>No</p>		<p>CFDA NUMBERS</p>	
<p>PROGRAM AGREEMENT START DATE</p> <p>07/01/2017</p>	<p>PROGRAM AGREEMENT END DATE</p> <p>06/30/2019</p>	<p>MAXIMUM PROGRAM AGREEMENT AMOUNT</p> <p>See Exhibits</p>	
<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 DSHS only upon signature by DSHS.</p>			
<p>COUNTY SIGNATURE (S)</p>		<p>PRINTED NAME (S) AND TITLE (S)</p>	<p>DATE (S) SIGNED</p>
<p>DSHS SIGNATURE</p>		<p>PRINTED NAME AND TITLE</p> <p>Del/ Hontanosas Grants and Contracts Manager</p>	<p>DATE SIGNED</p>

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. "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.
 - c. "JR means the Juvenile Rehabilitation which is under the DSHS Rehabilitation Administration.
 - d. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
 - e. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
 - f. "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 Check/Criminal History** – In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), 43.20A RCW (DSHS), 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.

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:

- a. Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
- b. 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
- c. 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 has 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.

3. **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.

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).

Special Terms and Conditions

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

- a. Who is found by the department, based on a preponderance of the evidence, to have had intercourse or sexual contact with the offender; or
- b. Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender.

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, DSHS, 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.
- 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 the following as applicable to the services provided:
 - (1) DSHS and JR Rules (WAC); and
 - (2) DSHS and JR Bulletins/Policies.

Special Terms and Conditions

- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.
- c. Records created or obtained during a youth's stay and/or maintained as a part of the youth's case files are juvenile records, and subject to confidentiality guidelines established in statute, to include but not be limited to RCW 13.40. DSHS shall have access to all records related to a JR youth upon request.

Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities

1. 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, 2017 and expires June 30, 2019.
2. Funding. As of July 1, 2017 the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2018-2019.

If by July 1, 2017 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 2016-2017 (No. 1563-43142) until September 1, 2017 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2018-2019 funding rate shall apply retroactively to July 1, 2017 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, 2018, 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, 2017, the County is responsible for adhering to the Statements of Work described in the SFY 2018-2019 Consolidated Contract.

If by July 1, 2017 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 2016-2017 (No. 1563-43142) shall apply to all work performed under this agreement until September 1, 2017 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 2018-2019 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, 2017, 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, which include but are not limited to the following: Consolidated Juvenile Services At-Risk (CJS), Disposition Alternatives for Special Sexual Offender Disposition Alternative (SSODA), Chemical Dependency Disposition Alternative (CDDA), Suspended Disposition Alternative (SDA), Mental Health Disposition Alternative (MHDA), Community Juvenile Accountability Act/Evidence Based Programs (CJAA), and Promising Programs. Program descriptions and requirements are outlined in the Block Grant Contract 2018/19 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 2018/19 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, The County Juvenile Court shall 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 in the Interpositional Data Sharing Agreement Between the State of Washington Administrative Office of the Courts and the State of Washington Department of Social and Health Services Rehabilitation Administration. Any sharing of additional data will be agreed upon by JR and the Juvenile Courts.
- f. Consistent with RCW, the County Juvenile Courts will 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. The County Juvenile Court shall comply with all applicable local, state, and federal licensing and accreditation requirements and standards necessary in the performance of this Contract.
- h. When licensing or other statutory requirements differ from contract requirements, the County Juvenile Court shall 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 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 388-710 WAC.

b. Special Sex Offender Disposition Alternative (SSODA)

The County Juvenile Court shall provide services pursuant to RCW 13.40.160 and the following standards:

- (1) In a timely manner, pursuant to RCW 4.24.550, provide local law enforcement officials with all relevant information about offenders placed on the SSODA program. Additionally, provide Juvenile Rehabilitation with all relevant information about offenders placed on the SSODA program for the End of Sentence Review Juvenile Subcommittee in accordance with RCW 72.09.345.
- (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 Department of Behavioral Health and Resources (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, Inc. Initial 3-Day Training;
 - (b) Assessment/Reporting Standards contained in FFT, Inc. 1-Day Systems Training;
 - (c) Clinical feedback from FFT Inc. 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 Washington State Aggression Replacement Training (WSART):
 - (a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;
 - (b) Precepts/practices contained in WSART initial training or subsequent Quality Assurance statewide meetings; and
 - (c) Feedback from designated WSART statewide Quality Assurance Specialist and Regional Site Consultants in on-going consultation and site visits.
 - (d) All WSART sites are required to utilize the WSART Database to track progress on starters and completers of WSART.
- (3) 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 provided by the University of Washington.
- (4) 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.
- (5) 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.
- (6) Employment Education and 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.

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. Consideration

a. The maximum consideration for this agreement is identified in the "County Juvenile Court Pass through Distribution SFY18/19", 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 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 SFY18/19". 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. Reimbursement is based on actual costs except, where costs are tied to established rates and will be reimbursed up to the maximum allowed, as detailed in Attachment B (CDDA) of the County's Application.

c. The County Juvenile Courts shall not be reimbursed for youth placed on consecutive or combined CDDA sentences which exceed 12 months active supervision. UNLESS the offense date of an additional CDDA sentence occurs after the termination date of the preceding CDDA disposition OR the youth begins as a CDDA Local Sanction and then is sentenced to CDDA Committable for a new offense.

5. 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 BOXI EBP Summary Report.

- 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 shall 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 CDDA 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.

6. Items Incorporated by Reference

- a. "County Juvenile Court Pass through Distribution SFY18/19";
- b. Block Grant Contract 2018/19 Application, Budget, and Monitoring Instructions and the County's Approved Application Response;
- c. Consolidated Juvenile Services Programs: Chapter 388-710 WAC;

- d. RCW's 13.06; 13.40.160; 13.40.165; 70.96A.520; 13.40.500;
- e. Juvenile Offender Sentencing Standards (13.40.0357);
- f. Chemical Dependency Disposition Alternative: Final Report to the Washington State Legislature (January 2004); and
- g. The Community Juvenile Accountability Act: Research-Proven Interventions for the Juvenile Courts (January 1999).

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. In addition, the Contractor shall:

(a) Make direct contact with the JR designated staff of commitment; and

(b) Provide and make available to JR with the following information for each youth committed to JR:

i. Court Order

ii. Complete Sentencing Worksheet

iii. Contact Information for Youth's Parents/Guardian

Detention stays become billable upon notification and receipt of the above documentation by JR (except when information is received after 4:00 pm on a Friday).

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

i. Information to the Court on the Offense

ii. Police Reports on the Offense

iii. Victim Witness Interviews (when completed for sex offenders)

iv. Previous Reports to the Court (if available)

v. Incidents Reports from Current Detention Stays (if applicable)

vi. Other Social File Materials (e.g., mental health reports, school information, etc.)

(2) 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 **\$125** 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 2A.(2) above and shall end upon release of the youth to a JR staff's custody; and
 - (2) Notification and receipt of required information received prior to 4:00 pm on a Friday is billable.
 - (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 facilities transfers 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 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.



Mason County Support Services Department
411 North 5th Street
Shelton, WA 98584
360.427.9670 ext. 419

Budget Management
Commissioner Administration
Emergency Management
Facilities, Parks & Trails
Human Resources
Information Services
Labor Relations
Risk Management

MASON COUNTY COMMISSIONER BRIEFING ITEMS FROM SUPPORT SERVICES July 10, 2017

- **Specific Items for Review**

- Follow up to June 19 briefing regarding two funding requests for lodging tax - need to place on agenda for a yes or no:
 - 1) Request from Blue Collar Agency to produce another Wild Side Explorer Series video extending the campaign into the fall season. The request is for \$16,850 and would be funded from the additional 10% allowed in their contract. *Additional information from Blue Collar requested from Cmmr. Neatherlin is included.*
 - 2) Request from American Amateur Baseball Congress (AABC) for a Pee Wee Reese World Series event to be held at Mason County Recreational Area (MCRA) July 29 - August 6, 2017. The request is for \$20,000 and would come from the unallocated reserves. *Direction on June 19 was to not fund*
- Status of contract for Youth World Series event – *Jeff*
- Area on Aging Advisory Board vacancies – *Diane*
- Use of Electronic Devices during Commission meetings - *Diane*

- **Commissioner Discussion**

- Sheriff salary – Cmmr. Shetty
- LGBT Pride proclamation – Cmmr. Jeffreys

From: Vince Ready <vince@bluecollaragency.com>
To: Diane Zoren <Dlz@co.mason.wa.us>
CC: April Donovan <april@bluecollaragency.com>, Meredith Jaques <meredith@bl...>
Date: 6/23/2017 4:37 PM
Subject: Re: Request for additional funds

Hi Diane,

Thanks for providing the update and forwarding along the question from Cmmr. Neatherlin.

Here's a brief recap of how the previous Wild Side video series performed on social media. We published and promoted the video on Facebook and Instagram and achieved a total *reach* of 176,175. From those impressions, we garnered 84,829 *video views* with a corresponding total of 19,397 *minutes viewed* -- that's over *323 hours*!

We did not drive any traffic or promote the videos on YouTube, but they also received 400 *views* with an additional 342 *minutes viewed* and an average *viewing duration* of :51 seconds on YouTube.

We are confident that the proposed #vanlife video series will perform similarly well, and look forward to hearing the decision for the County Commissioners on or around July 10th.

I hope you have a great weekend - from what I heard it's going to be a hot one!!

Best regards,
Vince

On Thu, Jun 22, 2017 at 7:14 PM, Diane Zoren <Dlz@co.mason.wa.us> wrote:

- > Hello - just a quick update on your request to fund the fall videos. The
- > request was briefed to the Commissioners and one of the questions of Cmmr.
- > Neatherlin was how many hits on the previous video and how many watched to
- > the end?
- > The Commissioners can't take any final action until 45 days after LTAC
- > rec'd the request so I plan to re-brief for a final decision on July 10.
- > Have a good holiday. Diane
- >
- > Diane Zoren
- > Support Services
- > Administrative Services Manager
- > (360)427-9670 ext. 747
- > dlz@co.mason.wa.us
- >
- > IMPORTANT NOTE: Mason County complies with the Public Records Act Chapter
- > 42.56 RCW. As such, email sent to and/or from the County may be subject to
- > public disclosure.
- >
- >
- >

Lewis-Mason-Thurston Area Agency on Aging 2017 Advisory Council Roster

Lewis County	Mason County	Thurston County
Lynn Ford 115 Village Way Drive Chehalis, WA 98532 360-748-2932 / 360-269-8837 L2Ford@comcast.net	Ross Gallagher 240 South 7 th Street Shelton, WA 98584 360-426-6411 / 360-481-0758 rossgallagher@gmail.com	R. Dave Hughes 2707 Castlewood Ct. SE Olympia, WA 98501 360-556-6343 r.d.hughes@comcast.net
Deb Mizner 1310 Hining Rd. Winlock, WA 98596 253-380-3544 Dmizner.health@cowlitz.org	Susan Ickes, VICE-CHAIR 261 E. Balmoral Way Shelton, WA 98584 360-358-8552 / 360-401-5487 Cats1915@gmail.com	Mike Robbins 4337 Sinclair Loop NE Lacey, WA 98516 360-918-8763 / 360-292-8110 Mike.Robbins1@comcast.net
Cindy Mund 2812 Van Dyke Drive Centralia, WA 98531 Cell: 360-789-2167 cmund@comcast.net	-VACANT-	Peter Witt, CHAIR 503 77 th Way NE Olympia, WA 98506-9714 360-357-3592 wittpeter@comcast.net
Linda Tomasheck 2690 NE Kresky Chehalis, WA 98532 360-330-9595 LTomasheck@vvhc.org	-VACANT-	-VACANT-
Lanette Scapillato 138 Post Lane Chehalis, WA 98532 360-262-9793 JimLan@q.com	-VACANT-	-VACANT-
-VACANT-	-VACANT-	-VACANT-
COG Commissioners		
Gary Stamper Lewis County Courthouse 351 NW North Chehalis, WA 98532 360-740-1120 Gary.Stamper@lewiscountywa.gov	Terri Jeffreys Mason County Courthouse 411 North Fifth Street Shelton, WA 98584 360-427-9670 Ext. 419 terrij@co.mason.wa.us	Gary Edwards Thurston Co. Courthouse 2000 Lakeridge Drive SW Olympia, WA 98502 360-786-5440 edwardsq@co.thurston.wa.us
State Council on Aging Rep: Lynn Ford, appointed 2/2016		Updated 2/17



Use of Electronic Devices During Council/Commission Meetings

June 23, 2017 by Jim Doherty

Category: Open Public Meetings Act, Public Records Act



It seems that everybody is always looking at a screen or sending messages these days, sometimes using a smartphone, a notebook computer, or tablet—what's the big deal?

When councilmembers or commissioners who are participating in an open public meeting get lost in their screens they might be: violating the OPMA; about to get the agency involved in a PRA issue; distracted by the latest game app; or sending

messages using social media. Or, quite possibly, the councilmember/commissioner might be very attentive to the discussion or issue at hand and reviewing relevant documents online. Here's the issue: the other people in the room have no idea whether those looking at their screens are tuned in, tuned out, or violating the law, and that can be a problem.

Violations of the Open Public Meetings Act (OPMA)

If people on the legislative body are sending electronic messages between themselves regarding the issue under discussion, then that violates the OPMA because those present have a right to listen to the discussion.

If someone on the legislative body is communicating with people not in the room regarding the issue under discussion, that is certainly rude but might also be violating at least the spirit of the OPMA because their role is to be discussing the issue with their fellow councilmembers/commissioners, not with their social media friends or twitter followers.

Public Records Act (PRA) Issues

If a councilmember or commissioner is sending messages regarding the public issue being discussed, then those messages are public records and can be requested by any member of the public, even if the messages are being typed on a personal smartphone or personally owned computer. Those records might show that the OPMA is being

violated or might show that the councilmember or commissioner is involved in totally personal business and is ignoring the matter at hand. For example, A PRA request in one city revealed that a councilmember was involved in a series of very personal and embarrassing emails with a girlfriend.

What Can a Public Agency Do To Avoid Problems?

Adopt a policy. Let all members of the legislative body and the public know the rules. Here are some examples of policies adopted by jurisdictions here in Washington State.

The Spokane Valley Governance Manual includes the following:

Councilmembers shall avoid accessing any electronic message during Council meetings. Accessing such communication could be construed as receiving public comment without the benefit of having the citizen in person to address their concerns. Likewise, Councilmembers shall avoid browsing the Internet on non-City business during Council meetings in order that Council's full attention can be given to the topic at hand.

The Burien City Council Meeting Guidelines include this:

Councilmembers may post to social media and participate in online forums, but Councilmembers should refrain from the following:

1. Posting and/or sending electronic communications while a Council meeting is in session (during a break in the Council meeting, this Item No. 1 of these Standards of Conduct will not apply);
2. Engaging in communications via social media or online forums with other Councilmembers in violation of the Open Public Meetings Act;
3. Posting, sending or reading communications regarding quasi- judicial issues via or to social media, where the Council acts in a manner similar to a judge; and
4. Posting or sending communications via or to social media that discuss matters that are attorney-client privileged or that are still confidential Executive Session matters.

And, finally, C-TRAN's Board of Directors Conduct Policy includes the following:

Board Members shall not send or receive electronic communications concerning any matter pending before Board during a Board Meeting.

Board Members shall not use electronic communication devices to review or access information regarding matters not in consideration before Board during a Board Meeting.

To ensure focus on the discussions during meetings, Board Members should only use the internet during meetings to access Board agenda packet information, board resource documents, including but not limited to Board Policies, C-TRAN Bylaws, Robert's Rules of Order, or other research relevant to the discussion.

In deference to the Board meeting at hand, Board Members should make every effort to refrain from sending or receiving electronic communication of a personal nature during Board Meetings, though it may sometimes be necessary to send or receive very urgent/emergency family or business communications during meetings.

Does your jurisdiction have a policy regarding use of electronic devices during council or board meetings? Should you have a policy? More and more people are becoming addicted to their online screens and communications, but there is a time and place for everything. If the person chairing the meeting becomes aware that one of the participants is distracted by something off-topic on their device, they should be admonished to get back on track.

Be polite, be lawful, and don't be the subject of a news item relating to inappropriate use of electronic communications.

Questions? Comments?

If you have questions about use of electronic devices during public meetings, or other local government issues, please use our [Ask MRSC form](#) or call us at (206) 625-1300 or (800) 933-6772. If you have comments about this blog post or other topics you would like us to write about, please email me at jdoherly@mrsc.org.



About Jim Doherty

Jim has over 20 years of experience researching and responding to varied legal questions at MRSC. He is the lead attorney consultant and has special expertise in transmission pipeline planning issues, as well as the issues surrounding medical and recreational marijuana.

[VIEW ALL POSTS BY JIM DOHERTY](#) ▶

[Leave a Comment](#) ▾

Comments

0 comments on Use of Electronic Devices During Council/Commission Meetings

Blog post currently doesn't have any comments.

© 2015 MRSC of Washington. All rights reserved. [Privacy & Terms](#).

THURSTON COUNTY

Proclamation

National Lesbian, Gay, Bisexual, and Transgender Pride Month

WHEREAS, equality of opportunity and freedom from discrimination are among the basic, inalienable moral rights of every person; and

WHEREAS, our nation was founded upon principles that every person has been created equal, that each has rights to their life, liberty and pursuit of happiness and that each shall be accorded the full recognition and protection of law; and

WHEREAS, the month of June is designated as Pride Month to commemorate the Stonewall Riots in June of 1969 and are generally recognized as the catalyst for the Lesbian, Gay, Bisexual, and Transgender (LGBT) rights movement; and

WHEREAS, Thurston County is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our County.

NOW, THEREFORE, BE IT RESOLVED, The Board of Thurston County Commissioners hereby proclaim the month of June 2017 as National LGBT Pride Month and encourage all Thurston County citizens to celebrate the progress within our culture towards justice, equality and full civic recognition for LGBT persons.

ADOPTED this thirteenth day of June, 2017

BOARD OF COUNTY COMMISSIONERS

