

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 22-353

APPROVE AND AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE
A GRANT AWARD FROM THE ADMINISTRATIVE OFFICE OF THE COURTS TO
SUPPORT DISTRICT COURT'S MENTAL HEALTH COURT –
CASE MANAGER

WHEREAS, the District Court provides alternatives to traditional criminal court processes through Mental Health Court for individuals with mental and behavioral health issues; and

WHEREAS, the District Court's Mental Health Court provides valuable services to Mental Health Court participants and provides safer Snohomish County communities; and

WHEREAS, the District Court's Mental Health Court does not have funding to provide many of the services needed for best practices in serving Mental Health Court participants; and

WHEREAS, the District Court submitted a grant application, and was awarded grant funds in the amount of \$105,775.00 by the Washington State Administrative Office of the Courts to support Mental Health Court through funding for a 1.0 FTE Therapeutic Court Case Manager and other services from July 1, 2022, through June 30, 2023;

NOW, THEREFORE, ON MOTION, pursuant to SCC 3.04.140(8), the Snohomish County Council hereby authorizes the Executive to accept the grant award from the Administrative Office of the Courts and to further execute the Grant Agreement IAA23977 between Washington State Administrative Office of the Courts and Snohomish County District Court, attached hereto.

PASSED this 24th day of August, 2022.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

GRANT AGREEMENT - IAA23977
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SNOHOMISH COUNTY DISTRICT COURT

THIS AGREEMENT (Agreement) is made by and between, **Washington State Administrative Office of the Courts (AOC)** and **Snohomish County District Court (Grantee)**, (collectively as the **Parties** and individually each as a **Party**).

The Parties hereby enter into this Agreement whereby Grantee will perform certain services for, and provide product deliveries to AOC. Grantee is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

1. SCOPE OF WORK

Grantee must use funding to support community justice counselors, or similar positions that work with municipal and district court drug and therapeutic court programs. Positions funded under this contract are responsible for connecting court participants to community services and existing resources to support completion of court requirements. Grantee may also use funding for additional supports for participants, including bus passes and other transportation assistance, basic cell phones and phone cards, and translation services. Funding must be utilized in accordance with the Grantee's grant application, and Statement of Work (Attachment A). This contract constitutes an official award letter.

2. TERM AND PERIOD OF PERFORMANCE

This Agreement's period of performance runs from July 1, 2022 through June 30, 2023, unless otherwise terminated (Term). Notwithstanding the foregoing, this Agreement and all its terms and conditions shall remain in full force and effect until all deliverables are completed or otherwise terminated, and this Agreement is terminated and/or completed.

3. COMPENSATION AND PAYMENT

The awarded amount is **\$105,775.00** . Grantee will use the funds for the following cost categories (these amounts need to match what the grantee submitted in their application):

Cost Category	Amount
Personnel salaries & benefits	\$ 90,915
Staff equipment & training	\$ 0

Treatment services	\$ 0
Other participant services	\$ 14,860
Total	\$ 105,775

Grantee may vary the amount in any particular category by up to 10%, but any adjustments beyond 10% require the explicit written consent of AOC's Project Manager, and in no case may the total amount exceed the awarded amount above.

This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Grantee will submit an invoice after the completion and acceptance of each deliverable noted above.

This amount will be disbursed in two allotments, one in August 2022 and the second in January 2023 upon receipt of a properly filled out Form A-19.

4. REPORTING

The Grantee must submit quarterly reports to AOC documenting the progress of their community justice counselor program. These reports will provide:

- The number of program participants who worked with Grantee's community justice counselor(s) for the corresponding quarter,
- The services provided to program participants for the corresponding quarter,
- The cost of services provided to program participants for the corresponding quarter,
- The costs accrued by the Grantee to support their community justice counselor(s) during the corresponding quarter, and
- Any challenges faced by the community justice counselor during the corresponding quarter.

Reports shall be **submitted to**

https://inside.courts.wa.gov/apps/therapeuticgrants/view/dsp_therapeuticgrants.cfm on the following schedule:

Period	Report Due
07/01/22 - 09/16/22	09/30/22
09/17/22-02/14/23	02/28/23
02/15/23-06/30/23	07/15/23 (final report)

Failure to submit a report by the due date may adversely affect the Grantee's eligibility for future funding.

5. BILLING PROCEDURES

Grantee will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov. Invoices shall be submitted no more than twice during the pendency of the contract. Incorrect or incomplete invoices shall be returned by AOC to Grantee for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number IAA23977 ;
- B. Grantee name, address, phone number;
- C. Grantee Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Grantee.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

6. SAFEGUARDING OF INFORMATION

The use or disclosure by the Grantee of any information obtained as a result of performance under this contract concerning the AOC or the Court for any purpose not directly connected with the administration of the AOC's, the Court's or the Grantee's responsibilities with respect to services provided under this contract is prohibited except by written consent of the AOC or the Court.

7. CONFLICT OF INTEREST

Grantee warrants that at the date of execution of this Agreement, no organizational conflict of interest exists or is likely to arise in the performance of its obligations under the Subcontract. Grantee warrants that it shall advise AOC immediately if a conflict of interest arises in the future.

8. PROJECT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications regarding the performance of this Contract.

AOC Project Manager	Grantee Project Manager
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Stephanie Oyler PO Box 41170 Olympia, WA 98504-1170 Stephanie.Oyler@courts.wa.gov 360-890-0901	Jennifer Crossen 3000 Rockefeller Avenue, M/S #508 Everett, WA 98201-4060 jennifer.crossen@co.snohomish.wa.us Phone - 360-805-6781
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9. ASSIGNMENT

Grantee agrees that none of the deliverables to be furnished under this Agreement shall be assigned or subcontracted (including to independent consultants) without the prior written permission of AOC.

10. TERMINATION

A. Termination for Default

The AOC may, by written notice, terminate this contract, in whole or in part, for failure of the Grantee to perform any of the obligations or provisions required by the contract. In the event of default, the Grantee shall be liable for damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Grantee was not in default, or (ii) the Grantee's failure to perform is without Grantee's and/or SubGrantee's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

B. Termination for Convenience

Except as otherwise provided in this contract, the AOC may terminate this contract by providing written notice of such termination to the Grantee, specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for services rendered prior to the effective date of termination.

11. DISPUTES

The Parties agree to attempt to resolve any dispute arising under this Agreement first by elevating the matter to appropriate levels of management within each organization. Grantee agrees that pending any decision, appeal or judgment on the settlement of any dispute arising under this Agreement, Grantee shall proceed diligently with the performance of this Agreement.

12. INDEMNIFICATION

The Grantee shall defend, protect, and hold harmless the state of Washington, the AOC, or any employees thereof, from and against all claims, suits or actions arising from the Grantee's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any

kind.

13. FORCE MAJEURE

Neither Grantee nor AOC shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except SubGrantees).

14. REPRESENTATION AND CERTIFICATIONS

Grantee shall complete all required Representations and Certifications as they apply to this Agreement, if any. Grantee further agrees that it will provide additional or annual Representations and Certifications as may be requested by AOC in connection with this Agreement, and also agrees to promptly notify AOC of any changes which modify the information contained in any such Representations and Certifications.

15. COMPLIANCE WITH LAWS

Grantee shall comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this Agreement.

16. INDEPENDENT GRANTEES

Grantee is an independent Grantee in relation to AOC with respect to all matters arising under this Agreement. Nothing herein shall be construed to establish a partnership, joint venture, association or employment relationship between the parties. Neither Party shall be deemed to be an agent of the other or to have any authority to bind or create any obligation, express or implied, on behalf of the other.

17. WHOLE AGREEMENT

This Agreement and the SOW attached hereto contain and embody the entire agreement of the Parties hereto and supersede all prior agreements, negotiations and discussions between the Parties hereto. Any representation, inducement or agreement that is not contained in this Agreement shall not be of any force or effect. Except as otherwise expressly provided in this Agreement, this Agreement may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both Parties hereto.

18. GOVERNING LAW/VENUE

This Agreement will be governed by and construed and enforced in accordance with the laws of Washington without giving effect to the principles of conflict of laws thereunder.

19. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall constitute one and the same Agreement.

20. WAIVER

No Party shall be deemed to have waived any right hereunder unless such waiver is in writing, and the waiver or failure of either Party to exercise in any respect any right provided for herein shall not be a waiver of any further right hereunder.

21. SEVERABILITY

If any portion of this Agreement is held or determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Agreement had been executed within the invalid portion eliminated.

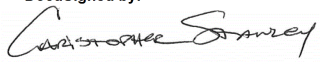
22. HEADINGS

Any headings used in this Agreement are for purposes of organization only and have no independent legal significance.

In **WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed as of the day and year below written.

Administrative Office of the Courts

Grantee

DocuSigned by:

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8/3/2022

Signature *Date*

Signature *Date*

Christopher Stanley

Name

Name

Chief Financial & Management Officer

Title

Title

COUNCIL USE ONLY	
Approved	<u>8/24/2022</u>
ECAF #	<u>2022-0795</u>
MOT/ORD	<u>Motion 22-353</u>

Attachment A**Statement of Work:**

The Grantee must use funding to support the court's community justice counselor(s), or similar positions who work with therapeutic court participants to ensure connection to community services and existing resources to support completion of court requirements.

Funds can be used for the following costs categories:

- personnel salaries & benefits,
- staff equipment & training,
- treatment services (therapeutic services specifically designed to address SUD and MH) & compliance monitoring, and
- other participant services (other supportive services meant to ensure participant success- i.e. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water and snacks).

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Contractor (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Contractor's award letter.

The Contractor shall submit quarterly reports to AOC documenting the progress their therapeutic court program. These reports shall provide:

- The number of program participants who worked with Grantee's community justice counselor(s) for the corresponding quarter,
- The services provided to program participants for the corresponding quarter,
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