GRANT COUNTY DISTRICT COURT

Grant County Courthouse
PO Box 37 / 35 C St NW
Ephrata, WA 98823
***
Phone: 509-754-2011 Ext 3128 Fax: 509-754-6054
Email: dochocinski@grantcountywa.gov

Brian D. Barlow, Presiding Judge
Nicholas L. Wallace, Judge

Brian D. Gwinn, Judge
Melissa K. Chlarson, Court Commissioner

August 8, 2023

Board of County Commissioners
Ephrata, WA 98823

RE: 2022 Contracts for BOCC signature

Board of County Commissioners:

Grant County District Court signed the below listed contracts last year which are valued at over $5,000 each and not in compliance with county policy 1504.04 (5). Accounting has requested we put these contracts through consent so that the board may retroactively add a signature page. We have been in communication with the board and accounting regarding all of these contracts so they should all be familiar.

- Therapeutic Court Grant GRT23008 ✓
- Community Justice Counselor Agreement IAA23985 ✓
- Audio-Visual Reimbursement Agreement IAA23953
- Interpreter Reimbursement Agreement IAA23104 ✓

If you have any questions, I can be contacted at 509-754-2011 Ext. 3128.

Sincerely,

Desiree J. Ochocinski

Desiree Ochocinski
Court Administrator

RECEIVED
AUG 10 2023
GRANT COUNTY COMMISSIONERS

MOSES LAKE BRANCH OFFICE
1525 E. Wheeler Rd, Moses Lake, WA 98837
Mailing: PO Box 37, Ephrata, WA 98823

PLEASE DIRECT ALL INQUIRIES TO THE EPHRATA OFFICE

GRANT AGREEMENT - IAA23985

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

GRANT COUNTY DISTRICT COURT

THIS AGREEMENT (Agreement) is made by and between, **Washington State Administrative Office of the Courts** (AOC) and Grant 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 **$200,000.00** . 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	$ 100,000.00
Staff equipment & training	$ 25,000.00

Treatment services	$ 25,000.00
Other participant services	$ 50,000.00
Total	$ 200,000.00

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 IAA23985 ;

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

Stephanie Oyler PO Box 41170 Olympia, WA 98504-1170 Stephanie.Oyler@courts.wa.gov 360-890-0901	**Desiree J. Ochocinski** 35 C St NW Fl 3 Ephrata, WA 98823-1685 dochocinski@grantcountywa.gov 509-754-2011

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: B760CAAF4FE6410... 8/11/2022	DocuSigned by: Desiree J. Ochocinski 019658AA73644A5... 8/11/2022
Signature *Date*	*Signature* *Date*
Christopher Stanley	Desiree J. Ochocinski
Name	*Name*
Chief Financial & Management Officer	Court Administrator
Title	*Title*

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,
- 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.

Reporting schedule:

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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 Contractor's eligibility for future funding.

Date:_____

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

_____
Rob Jones, Chair

_____
Cindy Carter, Vice-Chair

_____
Danny Stone, Member

ATTEST:

_____
Barbara J. Vasquez
Clerk of the Board