

Public Safety Committee Meeting

July 14, 2026
3:45 PM



<http://www.bonneylake.gov/>

AGENDA

Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

The public is invited to attend Public Safety Committee. Options for attending are provided below.

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 323-792-6234 (Meeting ID: 566 933 026#)

By internet: Chrome- [TEAMS Meeting Link](#) (Meeting ID: 222 206 972 959 46)

All public online cameras and microphones will be disabled except during citizen comments. Only staff and presenters will be visible and unmuted during the entire meeting.

I. Call to Order

II. Public Safety Committee Roll Call

Councilmember Baldwin, Councilmember Davis, and Councilmember Hubler.

III. Agenda Modifications

IV. Approval of Minutes

- A. **Approval of Minutes:** May 12, 2026, Public Safety Committee Meeting Minutes

V. Department Reports/Presentations

- A. East Pierce Fire & Rescue Report
- B. Code Enforcement Quarterly Report - 2026 Q2
- C. June Public Safety Report
- D. **AB26-52** - A Resolution Of The City Council For The City Of Bonney Lake, Pierce County, Washington, Authorizing The Bonney Lake Municipal Court Judge To Sign Interagency Agreement AOC3268 Between Washington Administrative Office Of The Courts (AOC) And Bonney Lake Municipal Court With The Sumner Municipal Community Court Combined In The AOC Agreement For Reimbursement Of Costs Related To Therapeutic Court Between July 1, 2026 And June 30, 2027.
- E. **AB26-57** -
A Resolution Of The City Council Of The City Of Bonney Lake, County Of Pierce, State Of Washington, Authorizing Mayor Terry Carter To Sign A Memorandum Of Understanding With The Law Office Of Micheal E. Harbeson On Behalf Of The City Of Bonney Lake To Provide Legal Services To Participants Of The Bonney Lake And Sumner Municipal Community Courts During The Period Of July 1, 2026 Through June 30, 2027.

- F. **AB26-58** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City Of Bonney Lake To Enter A Reimbursement Agreement With The Bonney Lake Municipal Court And The Sumner Municipal Community Court Under One Combined Grant Funding From The Administrative Office Of The Courts (AOC), #AOC3268, For The Fiscal Year Period Of July 1, 2026 Through June 30, 2027.
- G. **AB26-59** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Mayor Terry Carter To Sign A Professional Services Agreement With Frank Iriarte, Rendered In Connection With Bonney Lake And Sumner Community Court Services, During The Period July 1, 2026 To June 30, 2027.

VI. Items for Discussion/Action

VII. Open Committee Discussion

VIII. Public Comments

Public comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. All who comment will be asked to state their name for the meeting record.

IX. Adjournment

Anything submitted at the Meeting will be added to the end of the packet the next day.

The City of Bonney Lake does not discriminate on the basis of disability, race, color, or national origin in its programs, services, or activities. If you need language assistance, translation, or an auxiliary aid, service, or policy modification to fully participate, please [email the City Clerk's Office](#) or call at 253-862-8062 (TTY 711) at least 5 business days before the event; later requests will be honored when feasible.

Public Safety Committee Meeting

May 12, 2026

3:45 PM

Minutes



<http://www.bonneylake.gov/>

I. Call to Order

Chair Baldwin, called the meeting to order at 3:45 p.m.

II. Public Safety Committee Roll Call

Elected Officials attending were: Chair Angela Baldwin, Councilmember Aaron Davis, and Councilmember Kerri Hubler.

Staff members in attendance at the physical location were: Judge Anneke Berry, Public Services Director Jason Sullivan, Acting Police Chief Ryan Harberts, and Administrative Specialist II Debbie McDonald.

Staff members attending virtually: Assistant to the City Administrator Leslie Harris.

III. Agenda Modifications

IV. Approval of Minutes

A. **Approval of Minutes:** April 14, 2026, Public Safety Committee Meeting Minutes

Minutes from the April 14, 2026, Public Safety Committee Meeting were approved.

V. Department Reports/Presentations

A. East Pierce Fire & Rescue Report

Fire Chief Parkinson presented the East Pierce Fire & Rescue Report.

Committee members had no comments.

B. April Public Safety Report

Acting Police Chief Ryan Harberts presented the April Public Safety Report.

Committee members' feedback included:

- Where is the JB Mart.

- Follow up on the accidental shooting.
- Need to change the code for electric bikes.

VI. Items for Discussion/Action

None.

VII. Open Committee Discussion

Councilmember Baldwin

Copper Wire: Councilmember Baldwin spoke with the Mayor about the copper wire theft. What can the City do to stop the thefts.

The Committee, discussed and shared their concerns, including:

- Do Police follow-up on the thefts.
- Putting out Public Service Announcements on copper wire thefts.

Retail Theft: Councilmember Baldwin asked for an update on retail theft. Is there anything we can do to retailers that are not calling in thefts. Would like to send out the ordinance to the retail corporate offices.

Councilmember Hubler

Opioid Settlement: Councilmember Hubler asked for an update on the Opioid settlement. She has heard there is no staff member attending the meeting on how settlement money is being used in our region.

VIII. Public Comments

None.

IX. Adjournment

At 4:22 p.m. the Meeting was adjourned by Councilmember Angela Baldwin with the common consent of the Committee.

Debbie McDonald, Administrative
Specialist II

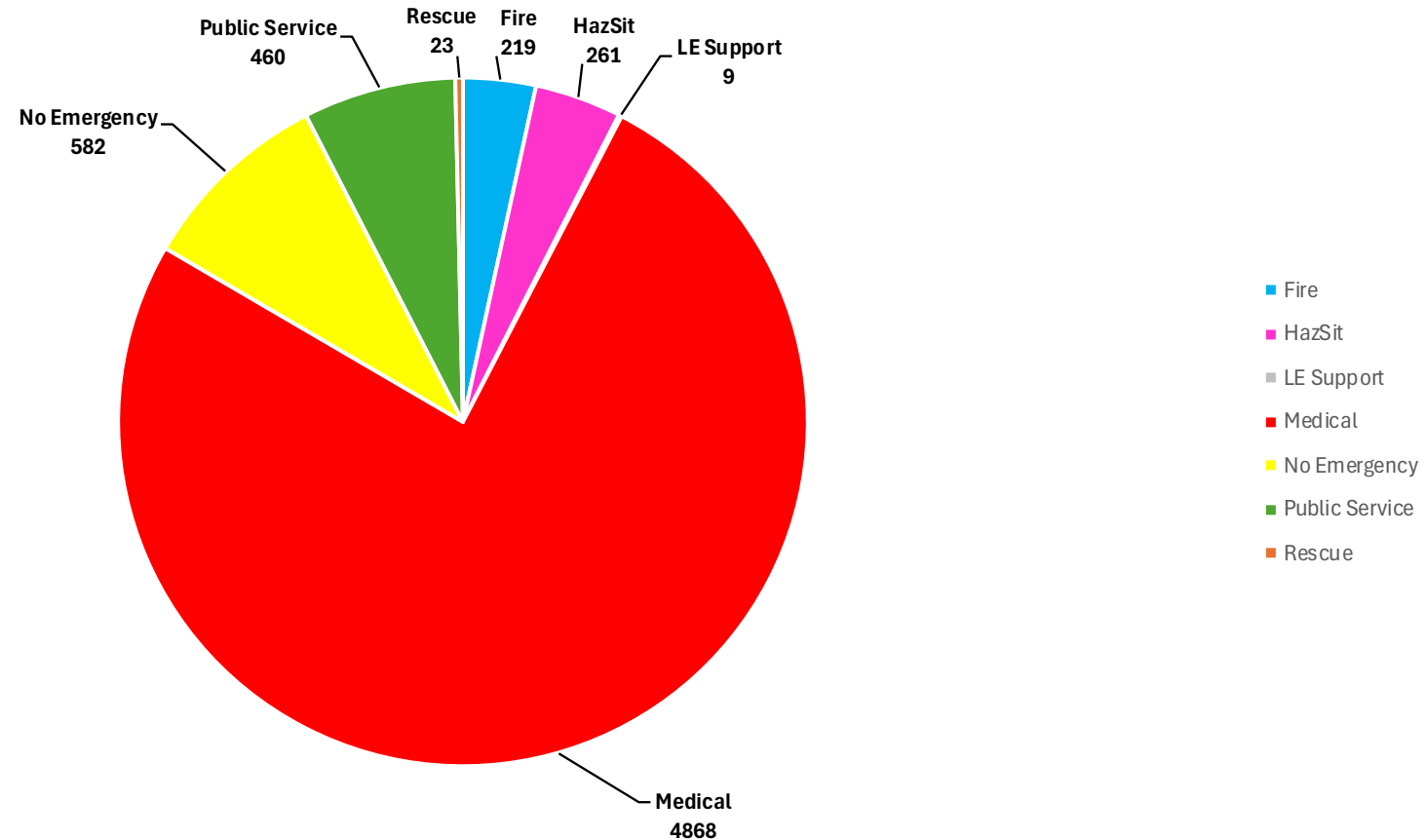
Councilmember Angela Baldwin, Chair

East Pierce Fire and Rescue



Monthly Chiefs Report
June 2026

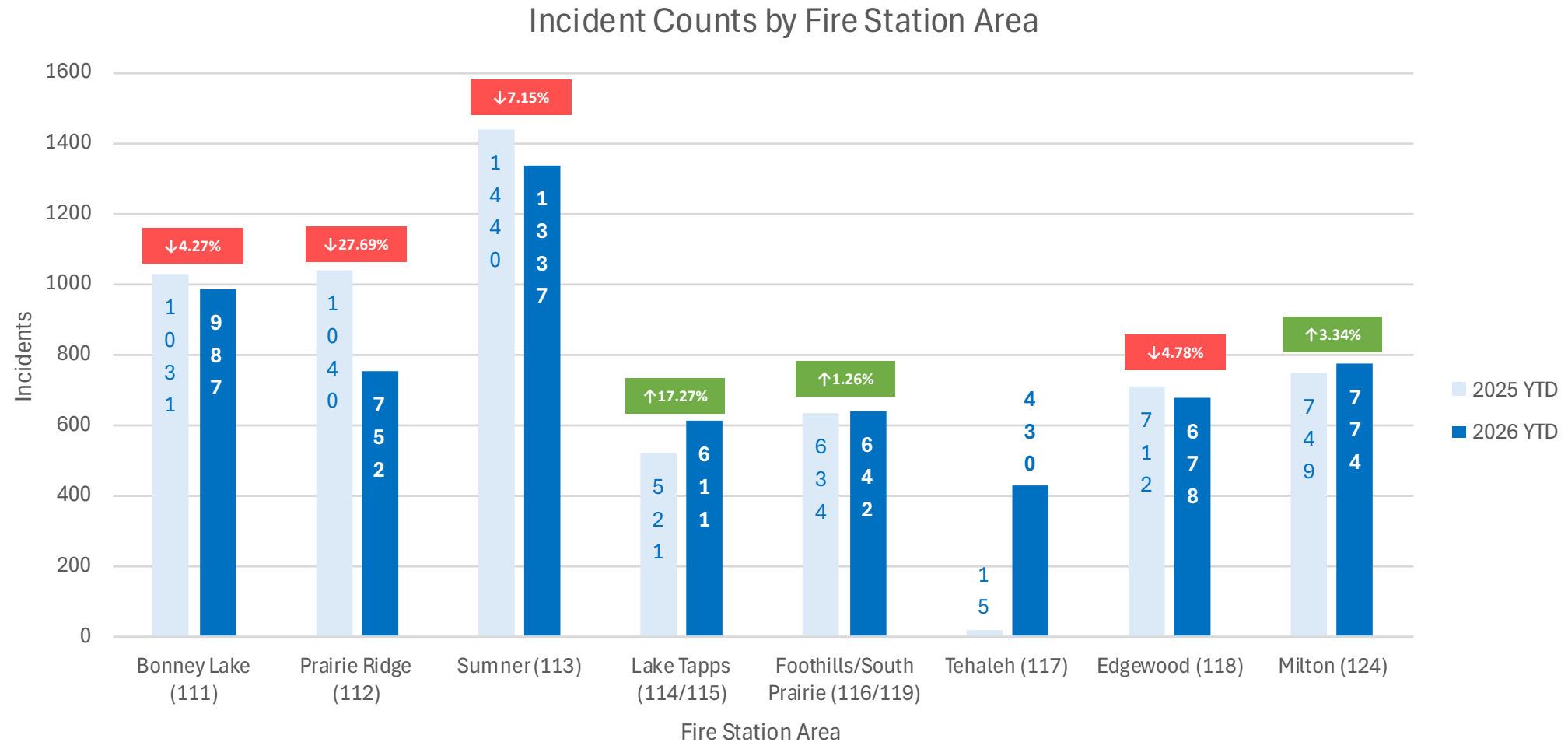
Incidents by Type



Incident Type Category	2026	% Total
Fire	219	3.41%
Hazardous Situation (Haz. Non-Chemical, HazMat, Overpressure, Investigation)	261	4.06%
Medical (Illness, Injury/Trauma, Other)	4,868	75.8%
No Emergency (False Alarm, Good Intent)	582	9.06%
Public Service (Citizen Assist, Alarms (non-medical), Disaster/Weather, Other)	460	7.16%
Rescue (Outside/Outdoor, Structure/Indoor, Transportation, Water)	23	0.36%
Law Enforcement Support	9	0.14%
YTD - Total Incidents: 6,422		



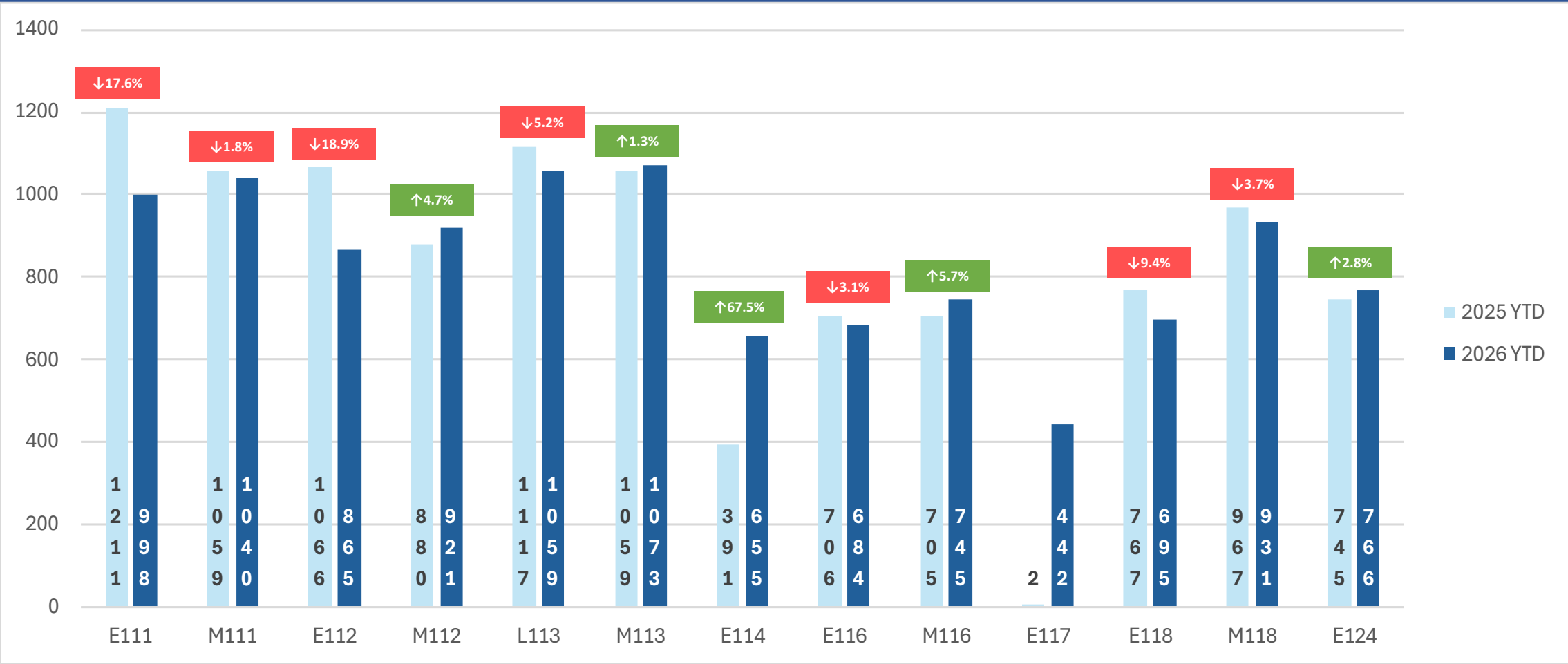
Incident Count by Fire Station Area – YTD – 2025 vs. 2026



Graph reflects incident volume for each fire station area from January 1 – June 30 of the respective year.
Overall incident volume has increased by **1.54%** (98 incidents) from 2025 to 2026.



Unit Response Count – YTD

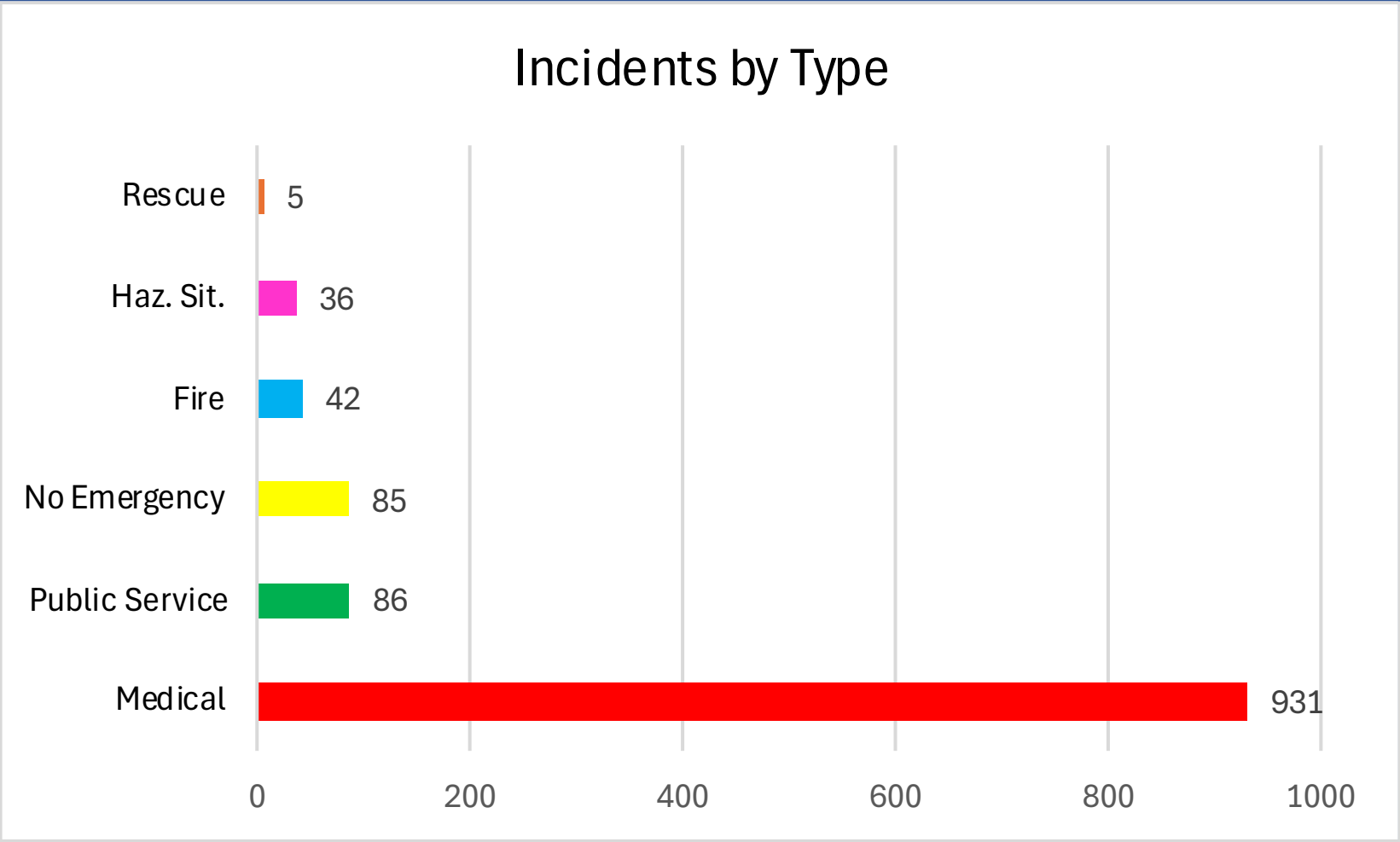


Graph reflects total number of responses by each unit/apparatus, comparing Jan - Jun 2025 to Jan - Jun 2026
Multiple units/apparatus respond to most incident types



City of Bonney Lake

Jan. 1st – Jun. 30th

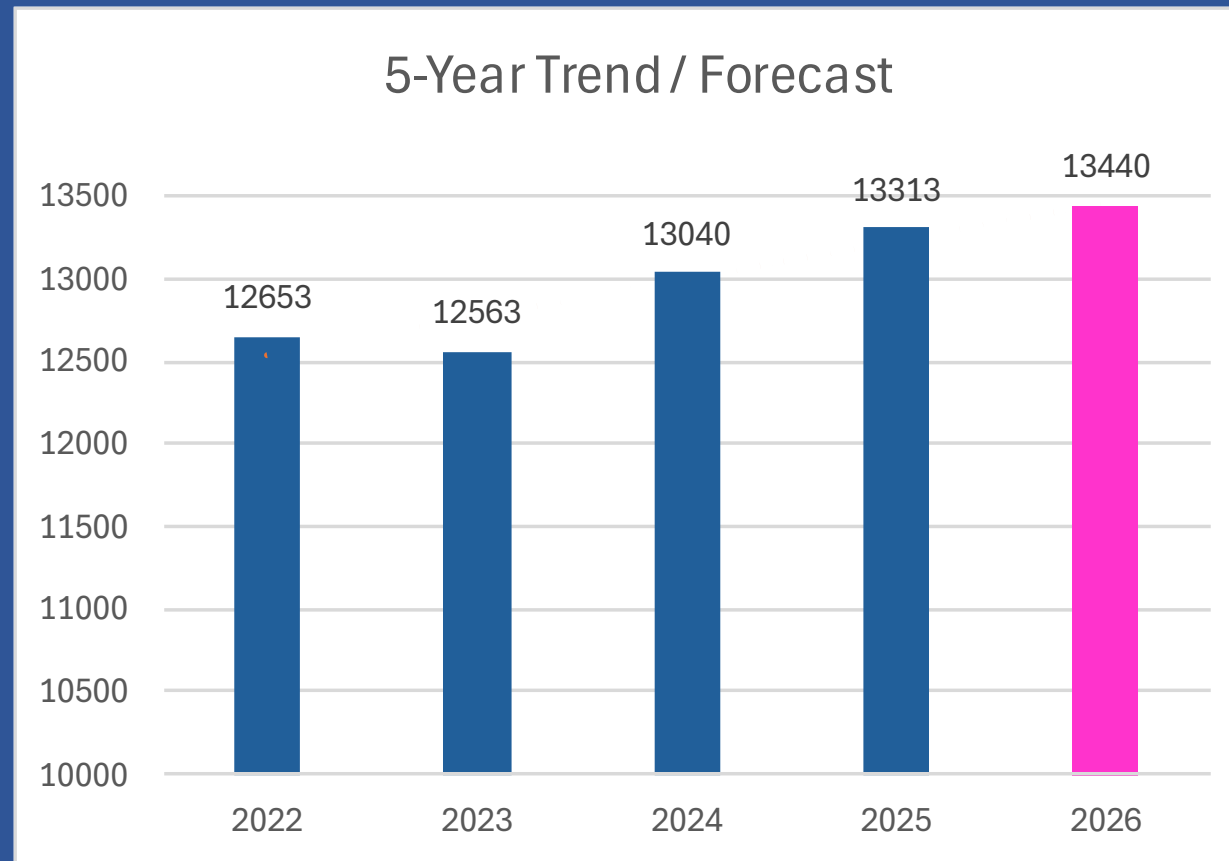


Travel Time – All Responses	2025	2026
50 th Percentile	5:26	5:32
90 th Percentile	10:17	10:18

All Responses	2025	2026
Count	1,205	1,185



5-Year Trend / Forecast



Projected end-of-year total generated using MS Excel Forecast based on actual month-to-month numbers from 01/2021 – 06/2026.

Projected total for EOY 2026 is: 13,440±666.938
Projected increase of 0.95% in incident volume from 2025.



City of Bonney Lake, Washington
Public Safety Committee Agenda Bill (AB)

Agenda Bill Number:

Agenda Item Type: None

Presenter: Lauren Balisky, Development Services Manager

City Strategic Goal Category: None

Department/Division Submitting: Public Services Staff

Impacted Departments That Received Notification: None

Full Title/Motion: Code Enforcement Quarterly Report - 2026 Q2

Short Background Summary:

See attached quarterly report.

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing



Public Services Department Briefing Memorandum

Meeting Date: July 14, 2026
Memo Date: April 6, 2026
Staff Contact: Lauren Balisky – Development Services Manager
Action Type: Discussion
Agenda Title: Code Enforcement 2026 Q2 Quarterly Report

PURPOSE:

The purpose of this memo is to provide a semi-quarterly update on the City's Code Enforcement program.

ATTACHMENTS:

1. Code Enforcement Prioritization Matrix (updated November 2025)

DISCUSSION:

In order to prioritize cases submitted to the City's Code Enforcement team, the City has established a Code Enforcement Prioritization Matrix as authorized in BLMC 14.130.040.G. This matrix assigns cases to four different levels and priorities based on the severity of the violation and its impact on public health, safety, and welfare.

Reporting Period: April 1 – June 30, 2026

Cases Opened Last Reporting Period: 22
Total Cases Closed as of this Memo: 722

Open Cases

Below is a table showing current, open cases based on the priority matrix:

Step	Status				Subtotal
	High	Medium	Low	Lowest	
Pending - Not Started	0	0	0	0	0
Pending - Need to Start Over	0	0	0	0	0
Open - Active Permit(s)	11	7	9	0	27
Open - Abeyance / On Hold	0	2	0	0	2
Open - Appeal	4	0	0	0	4
Open - City Abatement	2	0	0	0	2
Open - Civil Penalties	1	0	0	0	1
Open - Courtesy Letter	3	1	2	0	6

Step	Status				Subtotal
	High	Medium	Low	Lowest	
Open - Dumpster Program	3	0	0	0	3
Open - Notice of Violation	3	5	2	0	10
Open - Site Visit Needed	1	0	0	0	1
Open - Stop Work Order	0	1	0	0	1
Open - Under Investigation	3	1	3	1	8
Open - Voluntary Correction Agreement	3	1	1	0	5
Open - Waiting for Information	2	0	1	0	3
Open - Warning Letter	0	0	0	0	0
Open - Work Plan	8	5	4	0	17
<i>Subtotal</i>	<i>44</i>	<i>23</i>	<i>22</i>	<i>1</i>	<i>90</i>

Closed Cases

Below is a table showing cases closed over the reporting period, based on the priority matrix:

Step	Status				Subtotal
	High	Medium	Low	Lowest	
Closed - Abated	11	3	4	2	20
Closed - Civil Matter ¹	0	0	0	0	0
Closed - Duplicate	0	0	0	0	0
Closed - No Violation	1	1	2	6	10
Closed - Not Pursued	0	3	10	0	13
Closed - Recorded	1	0	1	0	2
Closed - Referred to Other Agency / Dept	0	0	1	0	1
Closed - Unable to Verify Complaint	2	0	3	0	5
<i>Subtotal</i>	<i>15</i>	<i>7</i>	<i>21</i>	<i>8</i>	<i>51</i>

Civil Penalties and Settlement Agreements

The City collected \$5,387.00 in civil penalties, voluntary correction agreements, settlement agreements, and recording fees between January 1, 2026, and June 30, 2026.

There is currently \$117,000 in outstanding civil penalties. Civil penalties may be waived or reduced in certain circumstances.

¹ Case priority is assigned based on the initial Request for Action. Cases are closed based on the results of the investigation. When the investigation determines that the issue is a civil matter (between two private parties), the case is closed.

The City dismissed \$14,000 in civil penalties for property owners who corrected their violations between January 1, 2026, and June 30, 2026.

Appeals

Below is a table showing pending appeals:

Case No.	General Description of Violation(s)	Appeal Type		Notes
		Civil Penalty	Notice of Violation	
978	Construction in front setback without permits.		X	On hold, in a work plan.
1025	Demolition and construction without permits.		X	Work plan expired; permits pending resubmittal.
1031	Chronic nuisance property with accumulation of trash, rubbish, vehicle parts and junk vehicles.	X		Appeal held; in time period to complete work.
1194	Construction, installation of impervious surface, and work within the shoreline without permits.		X	On hold, with City Attorney.

CODE ENFORCEMENT PRIORITIZATION MATRIX

	Proactive or RFA	Request for Action (RFA) only		
	High 2	Medium 3	Low 4	Lowest 5
	Building and Fire			
	- Construction or alteration of existing, industrial, commercial space or multifamily building - Construction or alteration of habitable space that creates an imminent danger.¹ - Fire Inspection Fails - Construction of new primary dwelling unit	- Construction or alteration affecting unhabitable space within dwelling units. - Construction or alteration of habitable space that do not raise to the level of an imminent danger. - Illegal ADUs	- Construction or alteration affecting non-habitable accessory space. - Failure to obtain a reroof permit.	Failure to Obtain a Change of Occupant Permit
	Public Health and Utilities			
	- Unsanitary living conditions - Cross Connection - F.O.G - Living in an RV - Illicit Discharges	Accumulation of litter, trash, garbage, rubbish	Storage of two or more public nuisance vehicles on private property.	- General property maintenance issues - No garbage service - Storage a public nuisance vehicle on private property. - Graffiti
	Environmental			
	- Work within wetlands and/or regulated buffer - Work within regulated stream and/or Riparian Management Zone	- Construction or vegetation removal within a Landslide Hazard Area - Work in the shoreline area below the Ordinary High Water Mark (OHWM) - Tree Removal	- Development in a regulated floodplain - Work in the shoreline area above the OHWM - Clearing violations	- Tree topping - Overgrown vegetation and weeds
	Land Use			
	None	Setback violations for structures that require a building permit.	- Fence violations - Landscaping Violations - Home Occupations	- Sign Violations - Violation Plat or Short Plat Conditions - Lot Coverage - Setback violations for structures not required to obtain a building permit

¹ Habitable Space and Imminent Danger shall be as defined in Section 202 of 2021 the *International Property Maintenance Code*



Public Safety Report

Bonney Lake Police Department

June 2026

PATROL ACTIVITY*June 1st—June 8th*

Susp Vehicle at Safeway—Officer saw a suspicious vehicle in which two occupants entered the store. The vehicle was backed into a stall at the sidewalk and it was determined the rear plate did not belong to the vehicle. The VIN was found to be covered by paper. The two occupants did not return to the vehicle after an extended wait and the vehicle was impounded to PD pending application of a search warrant to determine if the vehicle is stolen. Occupants possibly made their way out of the back of the store to avoid contact with LE. Report and warrant pending.

Shoplift at Target—Officers were notified by the Target LP that a shoplift was occurring by a known female shoplifter. Officers arrived on scene and took the female into custody who was later booked for her crime and a outstanding warrant.

Collision/Road Rage at Sasquatch Car Wash—Originally started as a road rage with the involved in a verbal altercation. While enroute, dispatch advised employees were now restraining the main aggressor. It was determined the car wash forced two vehicles into each other, causing a collision. Both eventually agreed no exchange of info was needed due to almost no damage and the altercation. Both left without further incident.

June 8th—June 15th

DV Physical/DUI – 7002 Locust Ave E—A mother and son stopped in the middle of the road while traveling home and got into a fist fight. Upon arrival Ofc's developed PC to arrest the son for DV Assault 4 and the mother for DUI/Ignition Interlock/DWLS 2nd. They were both transported and booked into jail.

Felony Hit and Run at SR 410 and Veterans—A vehicle was making a turn from eastbound 410 onto Veteran's Memorial Dr during a green light when another vehicle traveling westbound 410 struck the rear passenger side quarter panel causing the victim's vehicle to spin around. Injuries were reported and EPFR transported one of the two victims to the hospital. A witness called in the collision and followed the suspect vehicle until the driver exited the vehicle near Sumner and left the area on foot. Based on the description the suspect was more likely the registered owner and after police resources were checked a phone number for him was located. The suspect's girlfriend advised the male had just arrived at home from a wedding and that he claimed his vehicle had stopped working. Puyallup PD was requested to attempt contact with the male suspect as he was in the city limits of Puyallup. They were able to contact and detain the male without incident. Under Miranda, the male admitted to everything. He was medically cleared at Good Sam and they booked into PC Jail on felony hit and run.

DUI Collision at 8000 Myers—Single vehicle collision where suspect vehicle crossed the center line and then hit several fences and a parked vehicle before coming to rest. Driver appeared under the influence of unknown narcotics. A blood warrant was obtained and blood evidence gathered.

PATROL ACTIVITY Cont.*June 15th—June 22nd*

Juvenile Problem at Allan Yorke Park – City employee reported a group of 8 juveniles pulled on the center locked gate by the cross walk and popped the lock open to make entry instead of waiting in line. Employees contacted the group and they became uncooperative. Group left prior to Officers arriving and City Shops was able to re-secure the gate. Officer remained in the area and walked the beach front.

DUI at JB Mart—RP called in a subject that was passed out behind the wheel of a vehicle that was parked at location. Probable cause was developed to arrest the driver for DUI. A blood warrant was granted and he was later booked into Jail.

DVP at 10414 190th Ave E—RP reported there was a physical altercation between her boyfriend and son. After the investigation, Ofc's developed probable cause to arrest the son for DV Assault 4. The son was issued a no contact order and booked into jail.

June 22nd—June 29th

AGE/Shooting at 9XXX 195th Ave E / 8XXX 214th Ave E—Staff at the local Urgent Care called 911 to report the victim of a shooting being dropped off by a subject in a blue pickup truck, and the location was now on lockdown. Shortly thereafter a second subject arrived, who also was allegedly the suspect that shot the first victim. It was learned that the shooting likely occurred in PCSO jurisdiction. Neither subjects were very forthcoming with any information. BLPD units assisted PCSO with securing the large property and outbuildings for detectives to search, after obtaining warrants. Reports.

Welfare Check at The View by Vintage— Caller reported a young child in a vehicle that was giving the help signal with her hand and appeared to be in distress that was going east bound on the highway from 214th Ave E. History showed the vehicle was associated with this apartment at the View by Vintage. Officers made contact, finding the child was okay and she said she had been waving at other drivers.

Warrant Arrest/Narcotics at 10XXX 190th AVE E—Dispatched to a welfare check on two subjects passed out in a vehicle at the listed location. Subjects were contacted and found to have narcotics and paraphernalia in their laps while slumped over. Subjects were woke up and identified. Both had warrants for their arrest. A consent to search on the car was given and suspected fentanyl and methamphetamine recovered from the vehicle along with paraphernalia. Both were cited for possession.

There were 14 Fireworks-related calls for the month of June.

MSU ACTIVITY

MSU Stats for the Month of June

ACTIVITY REPORT – JUNE 2026

MSU Patrol Hours: 32

Boating Inspections Completed: 58

Boating Infractions Issued: 8

Boating Citations Issued: 1

School Presentations: 11

Community Events Supported: 2

Summary:

Throughout June 2026, the Marine Services Unit conducted regular patrols focused on safety, compliance, and public engagement on Lake Tapps. Officers completed 32 hours of on-water patrols, resulting in 58 boating inspections. Enforcement efforts led to 8 infractions and 1 citation issued for violations observed during routine patrol activity.

The unit continued its strong emphasis on education, delivering 11 school presentations on water safety and responsible boating. MSU also participated in two community event this month, providing outreach and safety information to residents and visitors to Lake Tapps.



Bonney Lake Police Department

2026 NIBRS & Crime Report

NIBRS Offenses		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD 2026	YTD 2025
Murder/Non-Negligent Manslaughter		0	0	0	0	0								0	1
Forcible Sex Offenses		1	0	1	1	0								3	3
Robbery		3	0	0	1	2								6	1
Aggravated Assault		2	2	0	1	2								7	8
Simple Assault		3	5	5	7	4								24	39
Intimidation		0	0	0	0	1								1	1
Non-Force Sex Offenses		0	0	0	0	0								0	0
Kidnapping		1	0	0	0	0								1	0
Human Trafficking		0	0	0	0	0								0	0
Burglary		3	4	2	2	3								14	3
Arson		0	0	0	0	0								0	0
Larceny		15	22	15	15	18								85	86
Motor Vehicle Theft		1	1	0	1	1								4	9
Extortion/Blackmail		0	0	1	0	0								1	1
Counterfeiting/Forgery		0	0	0	0	0								0	0
Fraud		3	2	6	1	3								15	14
Embezzlement		0	0	0	0	0								0	0
Stolen Property Offenses		2	1	1	0	2								6	1
Destruction of Property/Vandalism		1	6	2	5	6								20	31
Drugs/Narcotics Offenses		1	2	1	2	2								8	10
Pornography/Obscene Material		0	0	0	0	0								0	0
Gambling Offenses		0	0	0	0	0								0	0
Prostitution Offenses		0	0	0	0	0								0	0
Violation No Contact Order		1	0	4	4	8								17	14
Bribery		0	0	0	0	0								0	0
Weapon Law Violations		0	1	2	0	1								4	3
TOTAL NIBRS OFFENSES		37	46	40	40	53	0	0	0	0	0	0	0	216	225
Other		YTD 2026												YTD 2025	
Domestic Violence Offenses		5	4	9	11	11								40	48
Suicide		0	0	0	1	0								1	0
Attempted Suicide		1	0	1	0	0								2	0
TOTAL OTHER		6	4	10	12	11	0	0	0	0	0	0	0	43	48
Arrests (Misdemeanor & Felony)		YTD 2026												YTD 2025	
Adult	Group A	19	19	18	18	23								97	85
	Group B	15	17	15	17	12								76	98
	Total Adult Arrests	34	36	33	35	35	0	0	0	0	0	0	0	173	183
Juvenile	Group A	1	4	5	2	0								12	7
	Group B	2	2	0	0	0								4	1
	Total Juvenile Arrests	3	6	5	2	0	0	0	0	0	0	0	0	16	8
TOTAL ARRESTS		37	42	38	37	35	0	0	0	0	0	0	0	189	191
Traffic		YTD 2026												YTD 2025	
Motor Vehicle Collisions		14	24	17	17	30								102	102
Traffic Infractions Filed		73	42	64	113	110								402	530
Traffic Violations Charged		96	58	87	141	143								525	684
Non-Traffic Infractions Filed		2	1	1	3	6								13	7
Non-Traffic Violations Charged		3	1	4	3	7								18	8
DUI Citations		2	2	1	2	5								12	12
Traffic Misdemeanors - Citations Filed		15	20	20	19	6								80	100
Traffic Misdemeanors - Violations Chrgd.		19	20	25	22	9								95	111
Sector Tickets Issued		110	88	110	129	139								576	992
Paper Tickets Issued		1	0	0	0	27								28	4
TOTAL TRAFFIC		335	256	329	449	482	0	0	0	0	0	0	0	1851	2550
Calls for Service & Reports		YTD 2026												YTD 2025	
Calls for Service		1233	1200	1345	1234	1217								6229	7466
Calls w/ Reports		94	119	104	90	107								514	511

RESOLUTION NO. R25-54

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE BONNEY LAKE MUNICIPAL COURT JUDGE TO SIGN INTERAGENCY AGREEMENT AOC3268 BETWEEN WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS (AOC) AND BONNEY LAKE MUNICIPAL COURT WITH THE SUMNER MUNICIPAL COMMUNITY COURT COMBINED IN THE AOC AGREEMENT FOR REIMBURSEMENT OF COSTS RELATED TO THERAPEUTIC COURT BETWEEN JULY 1, 2026 AND JUNE 30, 2027.

WHEREAS The Bonney Lake/Sumner Municipal Community Courts was awarded a combined continued funding through the Administrative Office of the Courts Therapeutic Court Program under Contract #AOC3268 and

WHEREAS, The Bonney Lake Municipal Court Motions to Enter into an Interagency Agreement with the Administrative Office of the Courts Therapeutic Court Program which includes the Sumner Community Court.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

It Hereby Authorizes the Bonney Lake Municipal Court Judge to sign the Interagency Agreement with the Administrative Office of the Courts Therapeutic Court Program, Contract AOC3268, for the period July 1, 2026 through June 30, 2027 on behalf of Bonney Lake / Sumner Municipal Community Courts.

PASSED by the City Council this ____ day of _____, 20__.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3268
AND
BONNEY LAKE AND SUMNER MUNICIPAL COURT
FOR
THERAPEUTIC COURTS**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and Bonney Lake and Sumner Municipal Court, referred to as "Court".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and court model best and promising practices and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Recovery Supports and Treatment Services.

- b. Submit reports to AOC Program Manager, following the following guidelines:
- i. Content of reports shall include:
 - Documenting the progress of their Therapeutic Court Program.
 - Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
 - The services provided to program participants for the corresponding quarter.
 - Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
 - ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	Quarter	Report Due
07/01/26-09/30/26	1	10/15/26
10/01/26-12/31/26	2	01/15/27
01/01/27-03/31/27	3	04/15/27
04/01/27-06/30/27	4	7/15/27 (final report for the year)

* Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

- iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.
- c. Submit questions related about deliverables or the required applicability to Court to AOC Program Manager via email.
- d. Other deliverables shall be required applicable to a specific Therapeutic Court, but may include the following:
 - i. Planning:
 - Therapeutic Court staff shall engage in training opportunities appropriate to their court type and in line with AllRise Best Practices on Training and Education.
 - Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
 - Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).

- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).
- ii. Implementation
 - Develop guidelines, policies and procedures for therapeutic court structure according to the therapeutic court model chosen by the court, including drug testing practices, incentive and response policies, phase structure, and handbooks.
 - Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
 - Create Memorandum of Understanding (MOU's) with stakeholders.
- iii. Scale and Sustain
 - Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
 - Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
 - Develop system to track and evaluate performance of therapeutic court programming.
- iv. Other
 - Court shall engage in technical assistance calls with the AOC Behavioral Health Team on a regular basis or as otherwise requested by the court or the AOC Program Manager.
 - Court shall attend regular meetings with the Administrative Office of the Courts Behavioral Health Program.
 - Court shall attend trainings identified or provided by the Behavioral Health Program.
 - Court shall participate in trainings related to contract compliance, as scheduled or designated by the AOC Program Manager.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2026, and end on June 30, 2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **\$233,150.00** for payments made during the period from July 1, 2026, through June 30, 2027, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Cost Category	Amount
Personnel Costs	\$182,600.00
Staff Equipment & Technology	\$1,750.00
Team Training/Travel	\$10,600.00
Recovery Supports	\$26,000.00
Treatment Services	\$12,200.00
Total Amount	\$233,150.00

Ten percent (10%) or less of these funds can be moved from one category to another without exceeding the total amount of the funds provided. Any adjustments beyond 10% require written approval of AOC Program's Manager. This can be an authorization provided by email.

Funds cannot be used for:

- Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional hours 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 Court's contract.

A list of allowable and unallowable expenses is provided to Court within Appendix A of this agreement and should be referenced for adequate use of funds.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. REVENUE SHARING

- The AOC will notify the Court no later than May 1, 2027, **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.

- b. The Court must submit the final program Invoice to the AOC Program Manager no later than July 15, 2027. The revenue sharing process must be completed by August 1, 2027.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form addressed to AOC Program Manager at CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Court for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Contract Number: AOC3268
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Court Program Manager
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.Niccolocci@courts.wa.gov	Geri Resch 9002 Main St E Ste 100 Bonney Lake, WA 98391 Reschg@bonneylake.gov

9. RECORDS, DOCUMENTS, AND REPORTS

- a. The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this

contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract for six (6) years after expiration and make them available for inspection by persons authorized this provision.

- b. It is the policy of the Administrative Office of the Courts to facilitate access to administrative records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto except in revenue sharing procedures where AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

Appendix A: USE OF FUNDS

Introduction and Purpose

AOC funds are state-allocated dollars used to support Therapeutic Court programs. They cannot replace existing city, county, or local funds. If your jurisdiction already pays for a position or activity—such as a Case Manager, Judge, Prosecutor, drug testing, or office needs—you may not use these funds in lieu of local funding. AOC funds may only supplement (add to), not supplant (replace), existing resources.

These Therapeutic Court Funding Guidelines are intended to support consistent, transparent, and accountable use of state funds allocated for Washington’s therapeutic courts. The guidelines outline allowable costs, required documentation, and reimbursement expectations to ensure that financial practices align with national best practices, program standards, and contractual requirements.

The purpose of these guidelines is to:

- Provide clear direction regarding eligible training, staffing, travel, operational, and participant-support expenses.
- Promote responsible stewardship of public funds.
- Ensure uniform interpretation of requirements across therapeutic courts.
- Support courts in maintaining compliance with AOC funding policies.

These guidelines should be used by program staff, fiscal personnel, and administrators involved in planning, purchasing, and submitting reimbursement requests. When questions arise, programs are encouraged to consult their AOC Program Manager for clarification or approval. **Please highlight or clearly indicate the amount charged to AOC funding on all supporting documentation, ensuring it matches the amount listed on the A19.**

Use of Funds – Reference Guide

(SFY2027 State fiscal year)

Allowable	Unallowable
Supporting documents are required for all allowable expenses. See what’s required under each category: NOT an exhaustive list. Always contact your program manager for clarification.	The list of unallowable expenses is <u>not exhaustive</u> . If you are unsure whether an expense is allowed. Always contact your AOC Program Manager for clarification before making a purchase.

Personnel Costs

Personnel Cost Documentation Requirements

Supporting documents must include the staff member’s name, title, and pay period. Reimbursement is limited to hours worked specifically on therapeutic court duties. Acceptable supporting documents include payroll ledgers, paystubs, or fiscal department reports that are

Appendix A: USE OF FUNDS

stamped or signed. **Do not bill employees as contractors.** Contractor costs must be supported with invoices.

Allowable	Unallowable
Coordinator	Bailiff/Security staff salaries
Case Manager	Staff not directly related to the therapeutic court
Peer Support	Replacing existing funded positions - Supplanting
Clerk	Indirect costs
Prosecution	
Defense	
Probation/LEO	
Judicial Officer	
Judicial Officer Pro-Tem	

Staff Equipment & Technology

Supporting documents must list vendor, purchase date, purchase description, and amount paid. Include receipts and invoices. Highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A19.

Allowable	Unallowable
Computers	Furniture (couches, beds, conference tables, fridges/freezers)
Monitors, Keyboards, mouse, webcams, headsets	
Office supplies	A/V equipment for conference rooms
Office desks	
Phones	
Copiers/Printers	
IT Maintenance	
Tech support	
Software subscriptions	New case management subscriptions. Case management renewals only for courts not yet on the CLJ- CMS.

Team Training & Travel

Who Is Eligible for Training Costs

Training and registration expenses for program staff are allowable when they align with national best practice standards for your specific Therapeutic Court model. This typically applies only to your direct program team. If you need clarification, please contact your program manager before making any travel arrangements.

Appendix A: USE OF FUNDS

Definition of Light Refreshments

Light refreshments are items served between meals, such as doughnuts, pastries, fruit, cookies, or cheese and crackers.

Food Allowances for Retreats/Events Over 3 Hours

Events lasting more than three hours may include light refreshments as defined above.

Travel Reimbursement

Airfare, lodging, meals, and other travel-related expenses are reimbursable after travel has been completed.

Expanded travel expenses may be reimbursed only if they comply with your agency's travel policies.

Travel insurance is strongly recommended, as AOC cannot reimburse unused airfare or lodging.

Gratuities (tips) are reimbursable up to a maximum of 15% (i.e. Lyft/Shuttle/Uber)

If you have a training need that is not clearly identified within best-practice standards, please consult your AOC Program Manager for prior approval.

Required Supporting Documentation

Supporting documents must include:

- Names and titles of therapeutic court staff attending the event
- Vendor name
- Purchase date
- Amount paid (e.g., hotel folio, travel reimbursement forms, registration receipts)

Allowable	Unallowable
Training & registration for core team* see definition under <i>Who is eligible for training costs?</i>	Alcoholic beverages
Parking	Rental Cars beyond standard class/rate
Airfare (standard, post travel)	Attendance by individuals not identified as core team members *see definition under <i>Who is eligible for training costs?</i>
Lodging (at per diem rate, post travel)	Canceled reservations and airfare are not reimbursable
Meals (at per diem rate, post travel)	Airfare above coach
Transportation (post travel) Ferries, Subway/Link/Bus, Uber/Lyft/Taxi, Shuttles	Vehicle purchases. Gratuity beyond 15% (i.e. Uber/Lyft/Shuttles)
*Retreats/events ≥3 hours – Light refreshments allowed	Staff mileage to/from work site
Internal Team training/meeting -Light Refreshments allowed	
Training & Travel expenses resources/rates: • Meals and Lodging (per diem rate) ○ Office of Financial	Amounts exceeding per diem rates

Appendix A: USE OF FUNDS

- Management (in state) - GSA (out of state) - Mileage	
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Treatment Services

Vendor Documentation Requirements

Supporting documents must include the vendor’s name, purchase date, and amount paid. All relevant receipts or invoices must be attached.

Client names must be fully redacted on any treatment-related documentation or invoicing submitted.

Allowable	Unallowable
Services not covered by insurance – Participant medical insurance deductibles and spend downs	Professional licensing fees for clinical staff
Lab/Toxicology testing	Services covered by insurance
Behavioral health services (Mental Health, Substance Use Disorder, inpatient or outpatient)	Admin costs over federal de minimis
Peer support - Treatment staff/peer support contracted to attend court for unbillable hours	
Therapeutic services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment, veterans support, SUD)	

Recovery Supports

Recovery Support Definition

Recovery supports are services or items provided to help participants succeed in the program when these needs cannot be met through other local, state, or federal resources. Examples include nominal incentive items, small snacks, organizational supplies, and transportation costs.

Documentation for Recovery Supports: Sign-in sheets and/or court dockets for graduations or events where recovery support goods are distributed must be submitted with the A-19 as proof that participants received the items.

Education Requirements: Educational activities must be connected to building recovery support and aligned with participants’ proximal and distal goals.

Appendix A: USE OF FUNDS

Light Refreshments Definition: Light refreshments are items served between meals, such as doughnuts, sweet rolls, fruit, veggie trays, cookies, or cheese and crackers. Groceries purchased for cooking meals are not allowable as a light refreshment cost.

Items that do *not* qualify as light refreshments include heavy hors d'oeuvres, sandwich-making items, salads, or any items typically consumed as a meal.

Housing Support Requirements: Requests for housing or recovery housing assistance must demonstrate that other funding sources were pursued first. Documentation such as denial notices or internal forms showing which resources were sought and the outcome, including dates must be provided.

If there is an urgent need for immediate housing, contact your contract manager for confirmation before proceeding.

Allowable	Unallowable
Transportation (bus passes, Uber/Lyft)	Meals
Light refreshments & graduation items* see definition and sign in sheet needs above	Gift cards
Cell phones (checkout) & minutes* sign out sheet needed	Gas cards
Hygiene products and/or other supportive needs (i.e. Go Bags)	Logoed apparel
WA State ID replacement fees	Advertising
Recovery/ emergency housing supports* Contact your program manager	Driver education courses
Education (parenting, financial literacy, classes, books, courses) *	WA license reinstatement late fees
Driver testing fees	Donations
	Purchase of groceries to cook or prepare food is not allowable

Other Direct Costs

Allowable	Unallowable
Miscellaneous program delivery costs (preapproval required)	Building/space rental
	Items outside contract cost categories
	Goods and/or services not completed by 6/30/27.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, COUNTY OF PIERCE, STATE OF WASHINGTON, AUTHORIZING MAYOR TERRY CARTER TO SIGN AN MOU WITH THE LAW OFFICE OF MICHEAL E. HARBESON ON BEHALF OF THE CITY OF BONNEY LAKE TO PROVIDE LEGAL SERVICES TO PARTICIPANTS OF THE BONNEY LAKE COMMUNITY COURT DURING THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027.

WHEREAS, The Bonney Lake/Sumner Municipal Community Courts was awarded continued funding through the Administrative Office of the Courts Therapeutic Court Program and

WHEREAS, The Bonney Lake Municipal Court moves the City of Bonney Lake to Enter into an MOU with the Law Office of Michael E. Harbeson, covering the time period from July 1, 2026 through June 30, 2027, and

WHEREAS, This MOU is funded through the Administrative Office of the Courts Therapeutic Court Program under Contract #AOC3268.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, STATE OF WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Mayor Terry Carter is hereby authorized to sign an MOU with the Law Office of Micheal E. Harbeson on behalf of the City of Bonney Lake covering the time period from July 1, 2026 through June 30, 2027.

PASSED by the City Council this ____ day of _____, 20__.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
LAW OFFICE OF MICHAEL E. HARBESON
AND
CITY OF BONNEY LAKE

This Memorandum of Understanding (MOU) is entered into by and between the Law Office of Michael E. Harbeson and the City of Bonney Lake to provide qualified public defense counsel to community court participants. The funding for this MOU is provided through a grant to the Bonney Lake Community Court from the Administrative Office of the Courts (AOC). There is no other funding source.

I. PURPOSE

This MOU is to formalize the partnership between the Law Office of Michael E. Harbeson and the City of Bonney Lake to provide comprehensive legal services in collaboration with peer support services with the shared goals of providing training and support to Bonney Lake Community Court.

II. ROLES AND RESPONSIBILITIES

- a. Consulting - providing advice, expertise and professional opinions to participants.
- b. Collaborate - to work jointly and/or produce together.
- c. Coordinate - to bring together all entities in this contract.
- d. Representation - to provide defense related counsel to community court participants.
- e. Referral - to provide overview of community court process and facilitate community court intake.
- f. Track 1 is 30 to 60 day program for low-risk first time offenders for charges of Theft, Disorderly Conduct, Criminal Trespass and Criminal Park Ordinances.
- g. As part of the public defense's responsibilities with entering a defendant into Track I, is to advise the defendant of the requirements of Track I and to advise the defendant of the probable cause statement with the criminal charge. If the defendant agrees to enter the Track I program, we advise the community court coordinator and then go on the record to inform the court.

III. Desired Outcomes:

- a. The partnership aims to:
- b. Provide legal support and guidance through systems of care;
- c. Facilitate foster recovery and resilience through qualified treatment agencies;
- d. Enhance coping strategies and community engagement;

- e. Support mental health and wellness through partnership with qualified treatment agencies;
- f. Reduce recidivism and promote personal development;
- g. Support employment and education connections;
- h. Determine solutions to challenges in personal and professional spaces.

IV. PERIOD OF MOU

Regardless of the date of signature, this MOU will be in effect starting on July 1, 2026 and ending on June 30, 2026. Termination of this MOU prior to the end date of June 30, 2026, shall require thirty (30) days advance, written notice to the non-terminating party.

V. COMPENSATION

- a. The City of Bonney Lake agrees to pay an hourly rate of \$350 with a minimum of (1) hour per each community court hearing session, twice a month. There will be (1) full time public defense attorney in accordance with the terms of this MOU. Any additional training and Stakeholders Meetings will be billed with a minimum of one (1) hour for each session. Invoices shall be provided to the City of Bonney Lake no later than the tenth (10th) day of each month.

/s/ Michael E. Harbeson Date: 07/01/2026
Michael E. Harbeson WSBA # 26206

Terry Carter, Mayor
City of Bonney Lake

Date: _____



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3268
AND
BONNEY LAKE AND SUMNER MUNICIPAL COURT
FOR
THERAPEUTIC COURTS**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and Bonney Lake and Sumner Municipal Court, referred to as "Court".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and court model best and promising practices and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Recovery Supports and Treatment Services.

b. Submit reports to AOC Program Manager, following the following guidelines:

- i. Content of reports shall include:
 - Documenting the progress of their Therapeutic Court Program.
 - Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
 - The services provided to program participants for the corresponding quarter.
 - Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
- ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	Quarter	Report Due
07/01/26-09/30/26	1	10/15/26
10/01/26-12/31/26	2	01/15/27
01/01/27-03/31/27	3	04/15/27
04/01/27-06/30/27	4	7/15/27 (final report for the year)

* Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

- iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.
- c. Submit questions related about deliverables or the required applicability to Court to AOC Program Manager via email.
- d. Other deliverables shall be required applicable to a specific Therapeutic Court, but may include the following:
 - i. Planning:
 - Therapeutic Court staff shall engage in training opportunities appropriate to their court type and in line with AllRise Best Practices on Training and Education.
 - Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
 - Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).

- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).
- ii. Implementation
 - Develop guidelines, policies and procedures for therapeutic court structure according to the therapeutic court model chosen by the court, including drug testing practices, incentive and response policies, phase structure, and handbooks.
 - Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
 - Create Memorandum of Understanding (MOU's) with stakeholders.
- iii. Scale and Sustain
 - Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
 - Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
 - Develop system to track and evaluate performance of therapeutic court programming.
- iv. Other
 - Court shall engage in technical assistance calls with the AOC Behavioral Health Team on a regular basis or as otherwise requested by the court or the AOC Program Manager.
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 - Court shall attend trainings identified or provided by the Behavioral Health Program.
 - Court shall participate in trainings related to contract compliance, as scheduled or designated by the AOC Program Manager.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2026, and end on June 30, 2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **\$233,150.00** for payments made during the period from July 1, 2026, through June 30, 2027, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

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- Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional hours 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 Court's contract.

A list of allowable and unallowable expenses is provided to Court within Appendix A of this agreement and should be referenced for adequate use of funds.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. REVENUE SHARING

- The AOC will notify the Court no later than May 1, 2027, **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.

- b. The Court must submit the final program Invoice to the AOC Program Manager no later than July 15, 2027. The revenue sharing process must be completed by August 1, 2027.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form addressed to AOC Program Manager at CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Court for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Contract Number: AOC3268
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Court Program Manager
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.Niccolocci@courts.wa.gov	Geri Resch 9002 Main St E Ste 100 Bonney Lake, WA 98391 Reschg@bonneylake.gov

9. RECORDS, DOCUMENTS, AND REPORTS

- a. The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this

contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract for six (6) years after expiration and make them available for inspection by persons authorized this provision.

- b. It is the policy of the Administrative Office of the Courts to facilitate access to administrative records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto except in revenue sharing procedures where AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

Appendix A: USE OF FUNDS

Introduction and Purpose

AOC funds are state-allocated dollars used to support Therapeutic Court programs. They cannot replace existing city, county, or local funds. If your jurisdiction already pays for a position or activity—such as a Case Manager, Judge, Prosecutor, drug testing, or office needs—you may not use these funds in lieu of local funding. AOC funds may only supplement (add to), not supplant (replace), existing resources.

These Therapeutic Court Funding Guidelines are intended to support consistent, transparent, and accountable use of state funds allocated for Washington’s therapeutic courts. The guidelines outline allowable costs, required documentation, and reimbursement expectations to ensure that financial practices align with national best practices, program standards, and contractual requirements.

The purpose of these guidelines is to:

- Provide clear direction regarding eligible training, staffing, travel, operational, and participant-support expenses.
- Promote responsible stewardship of public funds.
- Ensure uniform interpretation of requirements across therapeutic courts.
- Support courts in maintaining compliance with AOC funding policies.

These guidelines should be used by program staff, fiscal personnel, and administrators involved in planning, purchasing, and submitting reimbursement requests. When questions arise, programs are encouraged to consult their AOC Program Manager for clarification or approval. **Please highlight or clearly indicate the amount charged to AOC funding on all supporting documentation, ensuring it matches the amount listed on the A19.**

Use of Funds – Reference Guide

(SFY2027 State fiscal year)

Allowable	Unallowable
Supporting documents are required for all allowable expenses. See what’s required under each category: NOT an exhaustive list. Always contact your program manager for clarification.	The list of unallowable expenses is <u>not exhaustive</u> . If you are unsure whether an expense is allowed. Always contact your AOC Program Manager for clarification before making a purchase.

Personnel Costs

Personnel Cost Documentation Requirements

Supporting documents must include the staff member’s name, title, and pay period. Reimbursement is limited to hours worked specifically on therapeutic court duties. Acceptable supporting documents include payroll ledgers, paystubs, or fiscal department reports that are

Appendix A: USE OF FUNDS

stamped or signed. **Do not bill employees as contractors.** Contractor costs must be supported with invoices.

Allowable	Unallowable
Coordinator	Bailiff/Security staff salaries
Case Manager	Staff not directly related to the therapeutic court
Peer Support	Replacing existing funded positions - Supplanting
Clerk	Indirect costs
Prosecution	
Defense	
Probation/LEO	
Judicial Officer	
Judicial Officer Pro-Tem	

Staff Equipment & Technology

Supporting documents must list vendor, purchase date, purchase description, and amount paid. Include receipts and invoices. Highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A19.

Allowable	Unallowable
Computers	Furniture (couches, beds, conference tables, fridges/freezers)
Monitors, Keyboards, mouse, webcams, headsets	
Office supplies	A/V equipment for conference rooms
Office desks	
Phones	
Copiers/Printers	
IT Maintenance	
Tech support	
Software subscriptions	New case management subscriptions. Case management renewals only for courts not yet on the CLJ- CMS.

Team Training & Travel

Who Is Eligible for Training Costs

Training and registration expenses for program staff are allowable when they align with national best practice standards for your specific Therapeutic Court model. This typically applies only to your direct program team. If you need clarification, please contact your program manager before making any travel arrangements.

Appendix A: USE OF FUNDS

Definition of Light Refreshments

Light refreshments are items served between meals, such as doughnuts, pastries, fruit, cookies, or cheese and crackers.

Food Allowances for Retreats/Events Over 3 Hours

Events lasting more than three hours may include light refreshments as defined above.

Travel Reimbursement

Airfare, lodging, meals, and other travel-related expenses are reimbursable after travel has been completed.

Expanded travel expenses may be reimbursed only if they comply with your agency's travel policies.

Travel insurance is strongly recommended, as AOC cannot reimburse unused airfare or lodging.

Gratuities (tips) are reimbursable up to a maximum of 15% (i.e. Lyft/Shuttle/Uber)

If you have a training need that is not clearly identified within best-practice standards, please consult your AOC Program Manager for prior approval.

Required Supporting Documentation

Supporting documents must include:

- Names and titles of therapeutic court staff attending the event
- Vendor name
- Purchase date
- Amount paid (e.g., hotel folio, travel reimbursement forms, registration receipts)

Allowable	Unallowable
Training & registration for core team* see definition under <i>Who is eligible for training costs?</i>	Alcoholic beverages
Parking	Rental Cars beyond standard class/rate
Airfare (standard, post travel)	Attendance by individuals not identified as core team members *see definition under <i>Who is eligible for training costs?</i>
Lodging (at per diem rate, post travel)	Canceled reservations and airfare are not reimbursable
Meals (at per diem rate, post travel)	Airfare above coach
Transportation (post travel) Ferries, Subway/Link/Bus, Uber/Lyft/Taxi, Shuttles	Vehicle purchases. Gratuity beyond 15% (i.e. Uber/Lyft/Shuttles)
*Retreats/events ≥3 hours – Light refreshments allowed	Staff mileage to/from work site
Internal Team training/meeting -Light Refreshments allowed	
Training & Travel expenses resources/rates: • Meals and Lodging (per diem rate) ○ Office of Financial	Amounts exceeding per diem rates

Appendix A: USE OF FUNDS

- Management (in state) - GSA (out of state) - Mileage	
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Treatment Services

Vendor Documentation Requirements

Supporting documents must include the vendor’s name, purchase date, and amount paid. All relevant receipts or invoices must be attached.

Client names must be fully redacted on any treatment-related documentation or invoicing submitted.

Allowable	Unallowable
Services not covered by insurance – Participant medical insurance deductibles and spend downs	Professional licensing fees for clinical staff
Lab/Toxicology testing	Services covered by insurance
Behavioral health services (Mental Health, Substance Use Disorder, inpatient or outpatient)	Admin costs over federal de minimis
Peer support - Treatment staff/peer support contracted to attend court for unbillable hours	
Therapeutic services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment, veterans support, SUD)	

Recovery Supports

Recovery Support Definition

Recovery supports are services or items provided to help participants succeed in the program when these needs cannot be met through other local, state, or federal resources. Examples include nominal incentive items, small snacks, organizational supplies, and transportation costs.

Documentation for Recovery Supports: Sign-in sheets and/or court dockets for graduations or events where recovery support goods are distributed must be submitted with the A-19 as proof that participants received the items.

Education Requirements: Educational activities must be connected to building recovery support and aligned with participants’ proximal and distal goals.

Appendix A: USE OF FUNDS

Light Refreshments Definition: Light refreshments are items served between meals, such as doughnuts, sweet rolls, fruit, veggie trays, cookies, or cheese and crackers. Groceries purchased for cooking meals are not allowable as a light refreshment cost.

Items that do *not* qualify as light refreshments include heavy hors d'oeuvres, sandwich-making items, salads, or any items typically consumed as a meal.

Housing Support Requirements: Requests for housing or recovery housing assistance must demonstrate that other funding sources were pursued first. Documentation such as denial notices or internal forms showing which resources were sought and the outcome, including dates must be provided.

If there is an urgent need for immediate housing, contact your contract manager for confirmation before proceeding.

Allowable	Unallowable
Transportation (bus passes, Uber/Lyft)	Meals
Light refreshments & graduation items* see definition and sign in sheet needs above	Gift cards
Cell phones (checkout) & minutes* sign out sheet needed	Gas cards
Hygiene products and/or other supportive needs (i.e. Go Bags)	Logoed apparel
WA State ID replacement fees	Advertising
Recovery/ emergency housing supports* Contact your program manager	Driver education courses
Education (parenting, financial literacy, classes, books, courses) *	WA license reinstatement late fees
Driver testing fees	Donations
	Purchase of groceries to cook or prepare food is not allowable

Other Direct Costs

Allowable	Unallowable
Miscellaneous program delivery costs (preapproval required)	Building/space rental
	Items outside contract cost categories
	Goods and/or services not completed by 6/30/27.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY OF BONNEY LAKE TO ENTER A REIMBURSEMENT AGREEMENT WITH THE BONNEY LAKE MUNICIPAL COURT AND THE SUMNER MUNICIPAL COMMUNITY COURT UNDER ONE COMBINED GRANT FUNDING FROM THE ADMINISTRATIVE OFFICE OF THE COURTS (AOC) FOR THE FISCAL YEAR PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027.

WHEREAS, The Bonney Lake Municipal Court's Community Court, combined with the Sumner Municipal Community Court, was awarded continued funding to fully fund the program, through the Administrative Office of the Courts Contract AOC3268 and

WHEREAS, The Bonney Lake Municipal Court Moves the City of Bonney Lake to Enter into a Reimbursement Agreement with the City of Bonney Lake and the Bonney Lake and Sumner Municipal Courts' Community Court.

NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

The Bonney Lake and Sumner Municipal Courts' Community Court and the City of Bonney Lake are hereby authorized to Enter Into a Reimbursement Agreement and the Judicial Branch Administrator and the City Administrator are authorized to execute said agreement.

PASSED by the City Council this _____ day of _____, 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

INTERAGENCY REIMBURSEMENT AGREEMENT
BETWEEN
CITY OF BONNEY LAKE AND BONNEY LAKE MUNICIPAL COURT

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between The City of Bonney Lake (City) and the Bonney Lake and Sumner Municipal Courts (Courts), for the purpose of the City being reimbursed for costs related to the Interagency Agreement between Administrative Office of the Courts (AOC) and the Bonney Lake / Sumner Municipal Court for Therapeutic Courts contract #AOC3268.

PURPOSE

The purpose of this Agreement is to provide reimbursements to the Courts with costs related to AOC allowable Community Court expenses.

REIMBURSEMENT

AOC will reimburse the Court up to a maximum of \$233,150.00 for expenses incurred in and for the Bonney Lake and Sumner Community Court programs under contract #AOC3268 as follows:

- a. Personnel Costs
- b. Staff Equipment & Technology
- c. Team Training / Travel
- d. Treatment Services
- e. Recovery Supports
- f. Other Direct Costs

A breakdown for each category above is attached in Attachment A of the Interagency Agreement between AOC and the Courts, a copy attached hereto.

Any item not listed in Appendix A but deemed necessary for the community court will have prior, written authorization from AOC for said expenditure before it is incurred.

PERIOD OF PERFORMANCE

This Agreement will coincide with the timeline of AOC contract #AOC3268 from July 1, 2026 to June 30, 2027.

COMPENSATION

- a. The Court shall submit invoices to AOC for expenditures quarterly on State form A-19 for fiscal year starting 7/1/2026 ending 6/30/2027.
- b. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- c. Payments made by AOC to the Court shall be forwarded by the Court to The City of Bonney Lake Finance Department with a copy of the A-19 and supporting documentation.

Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties.

AGREED:

John Vodopich Date
City of Bonney Lake Administrator

Geri Resch Date
Judicial Branch Administrator



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3268
AND
BONNEY LAKE AND SUMNER MUNICIPAL COURT
FOR
THERAPEUTIC COURTS**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and Bonney Lake and Sumner Municipal Court, referred to as "Court".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and court model best and promising practices and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Recovery Supports and Treatment Services.

b. Submit reports to AOC Program Manager, following the following guidelines:

- i. Content of reports shall include:
 - Documenting the progress of their Therapeutic Court Program.
 - Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
 - The services provided to program participants for the corresponding quarter.
 - Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
- ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	Quarter	Report Due
07/01/26-09/30/26	1	10/15/26
10/01/26-12/31/26	2	01/15/27
01/01/27-03/31/27	3	04/15/27
04/01/27-06/30/27	4	7/15/27 (final report for the year)

* Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

- iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.
- c. Submit questions related about deliverables or the required applicability to Court to AOC Program Manager via email.
- d. Other deliverables shall be required applicable to a specific Therapeutic Court, but may include the following:
 - i. Planning:
 - Therapeutic Court staff shall engage in training opportunities appropriate to their court type and in line with AllRise Best Practices on Training and Education.
 - Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
 - Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).

- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).
- ii. Implementation
 - Develop guidelines, policies and procedures for therapeutic court structure according to the therapeutic court model chosen by the court, including drug testing practices, incentive and response policies, phase structure, and handbooks.
 - Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
 - Create Memorandum of Understanding (MOU's) with stakeholders.
- iii. Scale and Sustain
 - Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
 - Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
 - Develop system to track and evaluate performance of therapeutic court programming.
- iv. Other
 - Court shall engage in technical assistance calls with the AOC Behavioral Health Team on a regular basis or as otherwise requested by the court or the AOC Program Manager.
 - Court shall attend regular meetings with the Administrative Office of the Courts Behavioral Health Program.
 - Court shall attend trainings identified or provided by the Behavioral Health Program.
 - Court shall participate in trainings related to contract compliance, as scheduled or designated by the AOC Program Manager.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2026, and end on June 30, 2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **\$233,150.00** for payments made during the period from July 1, 2026, through June 30, 2027, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Cost Category	Amount
Personnel Costs	\$182,600.00
Staff Equipment & Technology	\$1,750.00
Team Training/Travel	\$10,600.00
Recovery Supports	\$26,000.00
Treatment Services	\$12,200.00
Total Amount	\$233,150.00

Ten percent (10%) or less of these funds can be moved from one category to another without exceeding the total amount of the funds provided. Any adjustments beyond 10% require written approval of AOC Program's Manager. This can be an authorization provided by email.

Funds cannot be used for:

- Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional hours 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 Court's contract.

A list of allowable and unallowable expenses is provided to Court within Appendix A of this agreement and should be referenced for adequate use of funds.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. REVENUE SHARING

- The AOC will notify the Court no later than May 1, 2027, **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.

- b. The Court must submit the final program Invoice to the AOC Program Manager no later than July 15, 2027. The revenue sharing process must be completed by August 1, 2027.

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- Contract Number: AOC3268
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AOC Program Manager	Court Program Manager
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.Niccolocci@courts.wa.gov	Geri Resch 9002 Main St E Ste 100 Bonney Lake, WA 98391 Reschg@bonneylake.gov

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Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto except in revenue sharing procedures where AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

Appendix A: USE OF FUNDS

Introduction and Purpose

AOC funds are state-allocated dollars used to support Therapeutic Court programs. They cannot replace existing city, county, or local funds. If your jurisdiction already pays for a position or activity—such as a Case Manager, Judge, Prosecutor, drug testing, or office needs—you may not use these funds in lieu of local funding. AOC funds may only supplement (add to), not supplant (replace), existing resources.

These Therapeutic Court Funding Guidelines are intended to support consistent, transparent, and accountable use of state funds allocated for Washington’s therapeutic courts. The guidelines outline allowable costs, required documentation, and reimbursement expectations to ensure that financial practices align with national best practices, program standards, and contractual requirements.

The purpose of these guidelines is to:

- Provide clear direction regarding eligible training, staffing, travel, operational, and participant-support expenses.
- Promote responsible stewardship of public funds.
- Ensure uniform interpretation of requirements across therapeutic courts.
- Support courts in maintaining compliance with AOC funding policies.

These guidelines should be used by program staff, fiscal personnel, and administrators involved in planning, purchasing, and submitting reimbursement requests. When questions arise, programs are encouraged to consult their AOC Program Manager for clarification or approval. **Please highlight or clearly indicate the amount charged to AOC funding on all supporting documentation, ensuring it matches the amount listed on the A19.**

Use of Funds – Reference Guide

(SFY2027 State fiscal year)

Allowable	Unallowable
Supporting documents are required for all allowable expenses. See what’s required under each category: NOT an exhaustive list. Always contact your program manager for clarification.	The list of unallowable expenses is <u>not exhaustive</u> . If you are unsure whether an expense is allowed. Always contact your AOC Program Manager for clarification before making a purchase.

Personnel Costs

Personnel Cost Documentation Requirements

Supporting documents must include the staff member’s name, title, and pay period. Reimbursement is limited to hours worked specifically on therapeutic court duties. Acceptable supporting documents include payroll ledgers, paystubs, or fiscal department reports that are

Appendix A: USE OF FUNDS

stamped or signed. **Do not bill employees as contractors.** Contractor costs must be supported with invoices.

Allowable	Unallowable
Coordinator	Bailiff/Security staff salaries
Case Manager	Staff not directly related to the therapeutic court
Peer Support	Replacing existing funded positions - Supplanting
Clerk	Indirect costs
Prosecution	
Defense	
Probation/LEO	
Judicial Officer	
Judicial Officer Pro-Tem	

Staff Equipment & Technology

Supporting documents must list vendor, purchase date, purchase description, and amount paid. Include receipts and invoices. Highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A19.

Allowable	Unallowable
Computers	Furniture (couches, beds, conference tables, fridges/freezers)
Monitors, Keyboards, mouse, webcams, headsets	
Office supplies	A/V equipment for conference rooms
Office desks	
Phones	
Copiers/Printers	
IT Maintenance	
Tech support	
Software subscriptions	New case management subscriptions. Case management renewals only for courts not yet on the CLJ- CMS.

Team Training & Travel

Who Is Eligible for Training Costs

Training and registration expenses for program staff are allowable when they align with national best practice standards for your specific Therapeutic Court model. This typically applies only to your direct program team. If you need clarification, please contact your program manager before making any travel arrangements.

Appendix A: USE OF FUNDS

Definition of Light Refreshments

Light refreshments are items served between meals, such as doughnuts, pastries, fruit, cookies, or cheese and crackers.

Food Allowances for Retreats/Events Over 3 Hours

Events lasting more than three hours may include light refreshments as defined above.

Travel Reimbursement

Airfare, lodging, meals, and other travel-related expenses are reimbursable after travel has been completed.

Expanded travel expenses may be reimbursed only if they comply with your agency's travel policies.

Travel insurance is strongly recommended, as AOC cannot reimburse unused airfare or lodging.

Gratuities (tips) are reimbursable up to a maximum of 15% (i.e. Lyft/Shuttle/Uber)

If you have a training need that is not clearly identified within best-practice standards, please consult your AOC Program Manager for prior approval.

Required Supporting Documentation

Supporting documents must include:

- Names and titles of therapeutic court staff attending the event
- Vendor name
- Purchase date
- Amount paid (e.g., hotel folio, travel reimbursement forms, registration receipts)

Allowable	Unallowable
Training & registration for core team* see definition under <i>Who is eligible for training costs?</i>	Alcoholic beverages
Parking	Rental Cars beyond standard class/rate
Airfare (standard, post travel)	Attendance by individuals not identified as core team members *see definition under <i>Who is eligible for training costs?</i>
Lodging (at per diem rate, post travel)	Canceled reservations and airfare are not reimbursable
Meals (at per diem rate, post travel)	Airfare above coach
Transportation (post travel) Ferries, Subway/Link/Bus, Uber/Lyft/Taxi, Shuttles	Vehicle purchases. Gratuity beyond 15% (i.e. Uber/Lyft/Shuttles)
*Retreats/events ≥3 hours – Light refreshments allowed	Staff mileage to/from work site
Internal Team training/meeting -Light Refreshments allowed	
Training & Travel expenses resources/rates: • Meals and Lodging (per diem rate) ○ Office of Financial	Amounts exceeding per diem rates

Appendix A: USE OF FUNDS

- Management (in state) - GSA (out of state) - Mileage	
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Treatment Services

Vendor Documentation Requirements

Supporting documents must include the vendor’s name, purchase date, and amount paid. All relevant receipts or invoices must be attached.

Client names must be fully redacted on any treatment-related documentation or invoicing submitted.

Allowable	Unallowable
Services not covered by insurance – Participant medical insurance deductibles and spend downs	Professional licensing fees for clinical staff
Lab/Toxicology testing	Services covered by insurance
Behavioral health services (Mental Health, Substance Use Disorder, inpatient or outpatient)	Admin costs over federal de minimis
Peer support - Treatment staff/peer support contracted to attend court for unbillable hours	
Therapeutic services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment, veterans support, SUD)	

Recovery Supports

Recovery Support Definition

Recovery supports are services or items provided to help participants succeed in the program when these needs cannot be met through other local, state, or federal resources. Examples include nominal incentive items, small snacks, organizational supplies, and transportation costs.

Documentation for Recovery Supports: Sign-in sheets and/or court dockets for graduations or events where recovery support goods are distributed must be submitted with the A-19 as proof that participants received the items.

Education Requirements: Educational activities must be connected to building recovery support and aligned with participants’ proximal and distal goals.

Appendix A: USE OF FUNDS

Light Refreshments Definition: Light refreshments are items served between meals, such as doughnuts, sweet rolls, fruit, veggie trays, cookies, or cheese and crackers. Groceries purchased for cooking meals are not allowable as a light refreshment cost.

Items that do *not* qualify as light refreshments include heavy hors d'oeuvres, sandwich-making items, salads, or any items typically consumed as a meal.

Housing Support Requirements: Requests for housing or recovery housing assistance must demonstrate that other funding sources were pursued first. Documentation such as denial notices or internal forms showing which resources were sought and the outcome, including dates must be provided.

If there is an urgent need for immediate housing, contact your contract manager for confirmation before proceeding.

Allowable	Unallowable
Transportation (bus passes, Uber/Lyft)	Meals
Light refreshments & graduation items* see definition and sign in sheet needs above	Gift cards
Cell phones (checkout) & minutes* sign out sheet needed	Gas cards
Hygiene products and/or other supportive needs (i.e. Go Bags)	Logoed apparel
WA State ID replacement fees	Advertising
Recovery/ emergency housing supports* Contact your program manager	Driver education courses
Education (parenting, financial literacy, classes, books, courses) *	WA license reinstatement late fees
Driver testing fees	Donations
	Purchase of groceries to cook or prepare food is not allowable

Other Direct Costs

Allowable	Unallowable
Miscellaneous program delivery costs (preapproval required)	Building/space rental
	Items outside contract cost categories
	Goods and/or services not completed by 6/30/27.

RESOLUTION NO. R24-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING MAYOR TERRY CARTER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH FRANK IRIARTE, RENDERED IN CONNECTION WITH BONNEY LAKE AND SUMNER COMMUNITY COURT SERVICES, DURING THE PERIOD JULY 1, 2026 TO JUNE 30, 2027.

WHEREAS, The Bonney Lake Municipal Community Court was awarded continued funding through the Administrative Office of the Courts Therapeutic Court Program and

WHEREAS, The Bonney Lake Municipal Court Motions to Continue the Professional Services Contract of Frank Iriarte for Community Court Case Manager services for the period of July 1, 2026 through June 30, 2027, and

WHEREAS, The services of Frank Iriarte is funded through the Administrative Office of the Courts Therapeutic Court Program under Contract #AOC3268.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Mayor Terry Carter is hereby authorized to sign the Professional Services Contract with Frank Iriarte on behalf of the City of Bonney Lake and its Community Court covering the time period from July 1, 2026 through June 30, 2027.

PASSED by the City Council this ____ day of _____, 20__.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

CITY OF BONNEY LAKE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between the following Parties:

CITY OF BONNEY LAKE, WASHINGTON (“City”)

9002 Main Street E., Ste 100
Bonney Lake, WA 98391

Contact: Terry Carter Phone: 253-862-8602 Fax: 253-862-8358

and

Frank Iriarte (“Consultant”)
1015 Pike St NW
Auburn, WA 98001 Contact: Frank (JR) Iriarte

Phone: 206-939-8122 Email: jurr1sh@icloud.com

UBI No.: 606070507

For professional services to be rendered in connection with Bonney Lake and Sumner Community Court (“Services”).

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant shall perform the professional case management services described in the Scope of Work attached to this Agreement as Exhibit "A." Frank (JR) Iriarte shall serve as Consultant’s primary designee and point of contact in connection with Consultant’s performance of the Services. The Services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation than that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications to the Services outlined in the Scope of Work. Such changes, including any correlating decrease or increase in the amount of compensation, shall be agreed to by the Parties and incorporated in written amendments to this Agreement.

1.3 This Agreement is effective upon execution by the Parties and shall remain in effect through June 30, 2027 (the “Initial Term”), unless earlier terminated by written notice in accordance with Section 6, below.

Consultant represents and warrants that it, and any of its employees or subcontractors to be assigned to perform the Services shall have the requisite training, skill, and experience necessary to provide the Services required by this Agreement. Consultant further represents and warrants that Consultant

Professional Services Agreement

and any designees performing the Services are appropriately accredited and licensed by all applicable governing agencies and entities.

2. Schedule of Work

2.1 Consultant shall perform the Services in a timely manner, according to the schedule assigned thereto. Consultant shall not begin any work under this Agreement until the City has authorized work to proceed.

2.2 Consultant shall assure that it and its subcontractors will have adequate staffing at all times in order to complete the Services in a timely manner. If factors beyond Consultant's control, which could not have been reasonably foreseen as of the date of this Agreement, should cause delay, then the Parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay or potential delay that may trigger the need for a time extension, within 3 business days after the Consultant becomes aware of the delay or potential delay.

3. Compensation

FIXED SUM. Compensation for the Services shall be a fixed rate of \$7,000 per month, beginning July 1, 2026 through June 30, 2027. This contract does not prohibit in any way an agreed upon addendum by the Court and the Consultant to be included by reference regarding an increase in compensation and/or scope of scheduled work hours. Consultant acknowledges and understands that the compensation for the Services under this Agreement are entirely funded by Administrative Office of the Court (AOC). If, for any reason whatsoever, Grant funds become temporarily or permanently unavailable to the City, Consultant shall immediately discontinue its performance of the Services upon written notice by the City. In such case, Consultant shall only be entitled to compensation, on a pro rata basis, for those Services performed by Consultant prior to such notice.

4. Payment

4.1 Consultant shall provide monthly invoices in a format acceptable to the City, for work performed to the date of the invoice, with sufficient detail and description of the Services performed.

4.2 All invoices shall be paid by City within sixty (60) days of actual receipt of said invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall maintain cost records and accounts pertaining to this Agreement and make them available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City upon request.

4.4 If the Services rendered by Consultant do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in its performance under this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, sexual orientation, gender identity or expression, or other circumstance prohibited by federal, state, and local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subcontractors shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under this Agreement.

5.3 Any violation of Section 5 shall constitute a material breach of this Agreement and shall be grounds for immediate cancellation, termination or suspension of the Agreement by the City, in whole or in part and may result in Consultant's ineligibility to conduct further work for the City.

6. Suspension and Termination of Agreement

6.1 The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to the expiration of the Term. Termination shall be effective immediately upon posting or transmission of written notice by the City or on such date as stated in the City's notice, whichever is later.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant written notice ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

6.4 The City may immediately suspend or terminate this Agreement upon written notice to Consultant that Grant funds have become unavailable to the City.

7. Extension of Agreement.

This Agreement may be extended upon expiration of the Term upon written Agreement by the Parties.

8. Standard of Care

Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable governing agencies and entities. The Services provided by Consultant pursuant to this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing in similar circumstances. Consultant understands and agrees that the Services are for the sole, exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

9. Ownership of Work Product

9.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Such documents shall constitute City property, and shall be remitted to the City upon request, and in any event upon the expiration or termination of this Agreement for any reason.

10. Indemnification/Hold Harmless

10.1 Consultant shall indemnify and hold the City, its officers, employees, agents, representatives, and volunteers harmless from all claims, injuries, damages, losses or suits (including all legal costs and attorney fees) arising out of, resulting from, or in connection with the acts, errors or omissions of Consultant or its employees or subcontractors in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City (including its officers, officials, employees, agents and volunteers), the Consultant's liability hereunder shall be only to the extent of the Consultant's own negligence.

10.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

10.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE OR EXTEND TO ANY CLAIMS BY THE CONSULTANT'S

EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

10.4 The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. Assignment or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subcontractors are and shall be at all times during the term of this Agreement, independent contractors. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service(s) provided to the City hereunder, no agent, employee, representative or subcontractor of the Consultant shall be nor shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the Services, the Consultant is an independent contractor with the ability to control and direct the performance and details of the Services, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, wages, paid time off, health benefits, and unemployment insurance shall be available from the City, to the employees, agents, representatives or subcontractors of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

12.2 The Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of and payment for the Services, and the Consultant shall report amounts paid to the Consultant by filing an IRS Form 1099, as required by law. The Consultant shall indemnify and defend the City against any and all taxes or contributions required to be made by the Consultant as an independent contractor, including penalties and interests. The Consultant further covenants and agrees to indemnify, defend and hold harmless the City and the City's officers, employees, representatives, and agents from and against all claims, demands, losses, costs or liability whatsoever, including but not limited to attorney's fees, interest, penalties and contributions or payments made (such as but not limited to FICA, PERS contributions, disability insurance, workers compensation and payments of a like or similar nature), should it be determined by any authority or agency having jurisdiction that the Consultant should have been treated as an "employee" of the City for the purposes of any federal, state or local law, rule or regulation in the United States or abroad.

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk and Consultant shall be responsible for any loss of or damage to materials, tools or other articles used or held by Consultant for use in connection with the work.

13. Protection and Non-Disclosure of Confidential Information.

The Consultant understands that it will be privy to confidential and sensitive information in its performance of the Services, which “Confidential Information” must be protected and safeguarded by the Consultant at all times. “Confidential Information” includes but is not limited to: PPI, CJIS .

The Consultant agrees that at all times during the Term of this Agreement and following the termination of this Agreement for any reason whatsoever, the Consultant shall: (i) hold the Confidential Information in confidence and refrain from disclosing the Confidential Information or transmitting or sharing any Confidential Information to any other individual or entity without the prior written consent of the Judicial Administrator; (ii) use the Confidential Information solely in connection with the Consultant’s performance of the Services under this Agreement and for no other purpose; (iii) take all precautions necessary to ensure that the Confidential Information shall not be, or permitted to be, shown, copied or disclosed to third parties without the prior written consent of the Judicial Administrator; and (iv) observe all security policies implemented by the City from time to time with respect to the Confidential Information.

If the Consultant is ordered to disclose any Confidential Information pursuant to a legal or regulatory proceeding, the Consultant shall provide the City with prompt notice of such request or order so that the City may seek to prevent or limit disclosure. Subject to the terms set forth herein, the Consultant shall disclose only that portion of the Confidential Information that the Consultant is ordered and legally obligated to disclose pursuant to a lawfully issued subpoena or court or other legally enforceable regulatory order.

14. Notice

14.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by email or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City:	ATTN: Mayor Terry Carter City of Bonney Lake 9002 Main Street E
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With a copy to:	City Clerk and Judicial Branch Administrator
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Consultant:	ATTN: Frank (JR) Iriarte 1015 Pike St NW Auburn, WA 98001
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15. Disputes

Any suit or action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, without reference to its choice-of-law rules. Exclusive venue shall be in Pierce County Superior Court, Tacoma, Washington.

16. Attorney Fees

In any suit or action instituted to interpret or enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party.

17. Extent of Agreement/Modification

This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, modified or added to by written instrument properly signed by both Parties. The Parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the Parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all Federal, State and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant. The Consultant's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than the consideration offered pursuant to the terms and conditions hereof.

ACKNOWLEDGED AND AGREED TO BY:

CITY OF BONNEY LAKE By: _____ Terry Carter Its: Mayor Date: _____ Attest: By: _____ Sadie Schaneman City Clerk	CONSULTANT Frank Iriarte By: _____ Frank (JR) Iriarte _____ Its: _____ Date: _____ Approved as to form: By: _____ City Attorney
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EXHIBIT A

SCOPE OF WORK

Consultant shall provide case management services for the Bonney Lake/Sumner Community Court under the general direction of the Judicial Branch Administrator. The Consultant will be responsible for assisting and engaging participants of Community Court through the entire process of their court case including assisting with intakes, needs assessment, service planning, linking with community providers, attending appointments and court appearances.

The Consultant will be responsible for data collection to assist in establishing grant performance metrics. Normal attention to detail is required to prevent errors. The Consultant shall have a great deal of contact with indigent defendants, public defenders, community organizations, court, police, legal and other city employees. Work is performed in court, in an office setting and in the community.

Case Management Duties:

- Assist and encourage indigent defendants charged with misdemeanors and gross misdemeanors in gaining access to drug and alcohol, mental health, medical, educational, housing, social and other services.
- Meet with defendants and public defenders to assist with intake assessments, determine service needs, develop a plan of action and provide monitoring of participants.
- Assist participants in attending all appointments and court appearances.
- Coordinate and assist entry of participants into various treatment facilities and/or substance abuse educational programs as needed.
- Refer participants to appropriate community organizations and assist participants in scheduling appointments and obtaining services.
- Provide weekly written updates to all Stakeholders as well as daily documentation of Participant contact / other contacts.
- Facilitate and organize onsite group sessions and programs.
- Provide outreach services to locate missing participants and help to re-engage them with the program.
- Collaborate with other community resources to maintain and develop positive working relationships.
- Maintain accurate and complete case files for each client (participant).
- Maintain accurate electronic and paper records of participants' information and enter data into approved database as directed, in a timely manner.
- Case management may include psychosocial histories and assistance in developing recommendations concerning pretrial release, sentencing and post-sentencing options. Case management does not include direct delivery of medical, clinical or other direct services.
- Assist with developing and attaining program goals and objectives through effective program planning and implementation.
- Develop and maintain program standards and administer program within legal requirements.

- Perform accurate and complete data collection to assist in establishing grant performance metrics.
- Maintain confidentiality and professional ethical standards required by State and Federal statutes.
- Attend trainings, meetings, staffing sessions and court hearings as required.
- Provide written weekly progress reports for staff meetings including participant's compliance with and violations of conditions imposed.
- Facilitate graduation acknowledgement.
- Establish and maintain cooperative and effective working relationships with those contacted in the performance of work.
- Safely drive vehicle to off-site appointments and meetings and in the performance of related duties.
- Perform functions on time and in reliable fashion.
- Perform other duties as assigned.

The Consultant will review each Arraignment calendar to, and may sometimes be required to appear, assist in screening participants of the Bonney Lake/Sumner Community Court program. Once screened into the program, the Consultant will then complete an extensive risk/needs assessment and prepare a program plan for each participant in conjunction with the prosecuting attorney.

The Consultant will also appear at each Resource Room Meeting, currently via zoom, on a day and time to be specified after arraignment, to assist in connecting the participants with their treatment providers.



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3268
AND
BONNEY LAKE AND SUMNER MUNICIPAL COURT
FOR
THERAPEUTIC COURTS**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and Bonney Lake and Sumner Municipal Court, referred to as "Court".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and court model best and promising practices and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Recovery Supports and Treatment Services.

b. Submit reports to AOC Program Manager, following the following guidelines:

- i. Content of reports shall include:
 - Documenting the progress of their Therapeutic Court Program.
 - Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
 - The services provided to program participants for the corresponding quarter.
 - Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
- ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	Quarter	Report Due
07/01/26-09/30/26	1	10/15/26
10/01/26-12/31/26	2	01/15/27
01/01/27-03/31/27	3	04/15/27
04/01/27-06/30/27	4	7/15/27 (final report for the year)

* Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

- iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.
- c. Submit questions related about deliverables or the required applicability to Court to AOC Program Manager via email.
- d. Other deliverables shall be required applicable to a specific Therapeutic Court, but may include the following:
 - i. Planning:
 - Therapeutic Court staff shall engage in training opportunities appropriate to their court type and in line with AllRise Best Practices on Training and Education.
 - Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
 - Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).

- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).
- ii. Implementation
 - Develop guidelines, policies and procedures for therapeutic court structure according to the therapeutic court model chosen by the court, including drug testing practices, incentive and response policies, phase structure, and handbooks.
 - Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
 - Create Memorandum of Understanding (MOU's) with stakeholders.
- iii. Scale and Sustain
 - Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
 - Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
 - Develop system to track and evaluate performance of therapeutic court programming.
- iv. Other
 - Court shall engage in technical assistance calls with the AOC Behavioral Health Team on a regular basis or as otherwise requested by the court or the AOC Program Manager.
 - Court shall attend regular meetings with the Administrative Office of the Courts Behavioral Health Program.
 - Court shall attend trainings identified or provided by the Behavioral Health Program.
 - Court shall participate in trainings related to contract compliance, as scheduled or designated by the AOC Program Manager.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2026, and end on June 30, 2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **\$233,150.00** for payments made during the period from July 1, 2026, through June 30, 2027, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Cost Category	Amount
Personnel Costs	\$182,600.00
Staff Equipment & Technology	\$1,750.00
Team Training/Travel	\$10,600.00
Recovery Supports	\$26,000.00
Treatment Services	\$12,200.00
Total Amount	\$233,150.00

Ten percent (10%) or less of these funds can be moved from one category to another without exceeding the total amount of the funds provided. Any adjustments beyond 10% require written approval of AOC Program's Manager. This can be an authorization provided by email.

Funds cannot be used for:

- Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional hours 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 Court's contract.

A list of allowable and unallowable expenses is provided to Court within Appendix A of this agreement and should be referenced for adequate use of funds.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. REVENUE SHARING

- The AOC will notify the Court no later than May 1, 2027, **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.

- b. The Court must submit the final program Invoice to the AOC Program Manager no later than July 15, 2027. The revenue sharing process must be completed by August 1, 2027.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form addressed to AOC Program Manager at CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Court for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Contract Number: AOC3268
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Court Program Manager
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.Niccolocci@courts.wa.gov	Geri Resch 9002 Main St E Ste 100 Bonney Lake, WA 98391 Reschg@bonneylake.gov

9. RECORDS, DOCUMENTS, AND REPORTS

- a. The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this

contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract for six (6) years after expiration and make them available for inspection by persons authorized this provision.

- b. It is the policy of the Administrative Office of the Courts to facilitate access to administrative records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto except in revenue sharing procedures where AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

Appendix A: USE OF FUNDS

Introduction and Purpose

AOC funds are state-allocated dollars used to support Therapeutic Court programs. They cannot replace existing city, county, or local funds. If your jurisdiction already pays for a position or activity—such as a Case Manager, Judge, Prosecutor, drug testing, or office needs—you may not use these funds in lieu of local funding. AOC funds may only supplement (add to), not supplant (replace), existing resources.

These Therapeutic Court Funding Guidelines are intended to support consistent, transparent, and accountable use of state funds allocated for Washington’s therapeutic courts. The guidelines outline allowable costs, required documentation, and reimbursement expectations to ensure that financial practices align with national best practices, program standards, and contractual requirements.

The purpose of these guidelines is to:

- Provide clear direction regarding eligible training, staffing, travel, operational, and participant-support expenses.
- Promote responsible stewardship of public funds.
- Ensure uniform interpretation of requirements across therapeutic courts.
- Support courts in maintaining compliance with AOC funding policies.

These guidelines should be used by program staff, fiscal personnel, and administrators involved in planning, purchasing, and submitting reimbursement requests. When questions arise, programs are encouraged to consult their AOC Program Manager for clarification or approval. **Please highlight or clearly indicate the amount charged to AOC funding on all supporting documentation, ensuring it matches the amount listed on the A19.**

Use of Funds – Reference Guide

(SFY2027 State fiscal year)

Allowable	Unallowable
Supporting documents are required for all allowable expenses. See what’s required under each category: NOT an exhaustive list. Always contact your program manager for clarification.	The list of unallowable expenses is <u>not exhaustive</u> . If you are unsure whether an expense is allowed. Always contact your AOC Program Manager for clarification before making a purchase.

Personnel Costs

Personnel Cost Documentation Requirements

Supporting documents must include the staff member’s name, title, and pay period. Reimbursement is limited to hours worked specifically on therapeutic court duties. Acceptable supporting documents include payroll ledgers, paystubs, or fiscal department reports that are

Appendix A: USE OF FUNDS

stamped or signed. **Do not bill employees as contractors.** Contractor costs must be supported with invoices.

Allowable	Unallowable
Coordinator	Bailiff/Security staff salaries
Case Manager	Staff not directly related to the therapeutic court
Peer Support	Replacing existing funded positions - Supplanting
Clerk	Indirect costs
Prosecution	
Defense	
Probation/LEO	
Judicial Officer	
Judicial Officer Pro-Tem	

Staff Equipment & Technology

Supporting documents must list vendor, purchase date, purchase description, and amount paid. Include receipts and invoices. Highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A19.

Allowable	Unallowable
Computers	Furniture (couches, beds, conference tables, fridges/freezers)
Monitors, Keyboards, mouse, webcams, headsets	
Office supplies	A/V equipment for conference rooms
Office desks	
Phones	
Copiers/Printers	
IT Maintenance	
Tech support	
Software subscriptions	New case management subscriptions. Case management renewals only for courts not yet on the CLJ- CMS.

Team Training & Travel

Who Is Eligible for Training Costs

Training and registration expenses for program staff are allowable when they align with national best practice standards for your specific Therapeutic Court model. This typically applies only to your direct program team. If you need clarification, please contact your program manager before making any travel arrangements.

Appendix A: USE OF FUNDS

Definition of Light Refreshments

Light refreshments are items served between meals, such as doughnuts, pastries, fruit, cookies, or cheese and crackers.

Food Allowances for Retreats/Events Over 3 Hours

Events lasting more than three hours may include light refreshments as defined above.

Travel Reimbursement

Airfare, lodging, meals, and other travel-related expenses are reimbursable after travel has been completed.

Expanded travel expenses may be reimbursed only if they comply with your agency's travel policies.

Travel insurance is strongly recommended, as AOC cannot reimburse unused airfare or lodging.

Gratuities (tips) are reimbursable up to a maximum of 15% (i.e. Lyft/Shuttle/Uber)

If you have a training need that is not clearly identified within best-practice standards, please consult your AOC Program Manager for prior approval.

Required Supporting Documentation

Supporting documents must include:

- Names and titles of therapeutic court staff attending the event
- Vendor name
- Purchase date
- Amount paid (e.g., hotel folio, travel reimbursement forms, registration receipts)

Allowable	Unallowable
Training & registration for core team* see definition under <i>Who is eligible for training costs?</i>	Alcoholic beverages
Parking	Rental Cars beyond standard class/rate
Airfare (standard, post travel)	Attendance by individuals not identified as core team members *see definition under <i>Who is eligible for training costs?</i>
Lodging (at per diem rate, post travel)	Canceled reservations and airfare are not reimbursable
Meals (at per diem rate, post travel)	Airfare above coach
Transportation (post travel) Ferries, Subway/Link/Bus, Uber/Lyft/Taxi, Shuttles	Vehicle purchases. Gratuity beyond 15% (i.e. Uber/Lyft/Shuttles)
*Retreats/events ≥3 hours – Light refreshments allowed	Staff mileage to/from work site
Internal Team training/meeting -Light Refreshments allowed	
Training & Travel expenses resources/rates: • Meals and Lodging (per diem rate) ○ Office of Financial	Amounts exceeding per diem rates

Appendix A: USE OF FUNDS

- Management (in state) - GSA (out of state) - Mileage	
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Treatment Services

Vendor Documentation Requirements

Supporting documents must include the vendor’s name, purchase date, and amount paid. All relevant receipts or invoices must be attached.

Client names must be fully redacted on any treatment-related documentation or invoicing submitted.

Allowable	Unallowable
Services not covered by insurance – Participant medical insurance deductibles and spend downs	Professional licensing fees for clinical staff
Lab/Toxicology testing	Services covered by insurance
Behavioral health services (Mental Health, Substance Use Disorder, inpatient or outpatient)	Admin costs over federal de minimis
Peer support - Treatment staff/peer support contracted to attend court for unbillable hours	
Therapeutic services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment, veterans support, SUD)	

Recovery Supports

Recovery Support Definition

Recovery supports are services or items provided to help participants succeed in the program when these needs cannot be met through other local, state, or federal resources. Examples include nominal incentive items, small snacks, organizational supplies, and transportation costs.

Documentation for Recovery Supports: Sign-in sheets and/or court dockets for graduations or events where recovery support goods are distributed must be submitted with the A-19 as proof that participants received the items.

Education Requirements: Educational activities must be connected to building recovery support and aligned with participants’ proximal and distal goals.

Appendix A: USE OF FUNDS

Light Refreshments Definition: Light refreshments are items served between meals, such as doughnuts, sweet rolls, fruit, veggie trays, cookies, or cheese and crackers. Groceries purchased for cooking meals are not allowable as a light refreshment cost.

Items that do *not* qualify as light refreshments include heavy hors d'oeuvres, sandwich-making items, salads, or any items typically consumed as a meal.

Housing Support Requirements: Requests for housing or recovery housing assistance must demonstrate that other funding sources were pursued first. Documentation such as denial notices or internal forms showing which resources were sought and the outcome, including dates must be provided.

If there is an urgent need for immediate housing, contact your contract manager for confirmation before proceeding.

Allowable	Unallowable
Transportation (bus passes, Uber/Lyft)	Meals
Light refreshments & graduation items* see definition and sign in sheet needs above	Gift cards
Cell phones (checkout) & minutes* sign out sheet needed	Gas cards
Hygiene products and/or other supportive needs (i.e. Go Bags)	Logoed apparel
WA State ID replacement fees	Advertising
Recovery/ emergency housing supports* Contact your program manager	Driver education courses
Education (parenting, financial literacy, classes, books, courses) *	WA license reinstatement late fees
Driver testing fees	Donations
	Purchase of groceries to cook or prepare food is not allowable

Other Direct Costs

Allowable	Unallowable
Miscellaneous program delivery costs (preapproval required)	Building/space rental
	Items outside contract cost categories
	Goods and/or services not completed by 6/30/27.