

City Council Meeting

July 21, 2026
6:00 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 Council Meetings and Workshops. 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: 678 478 69#)

By internet: Chrome- [TEAMS Meeting Link](#) (Meeting ID: 265 362 442 662 58)

(All public online cameras and microphones will be disabled except during audience comments for anyone who clicks the raise hand icon or had let the Clerks know your phone number in advance. Only staff and presenters will be visible and unmuted during the entire meeting.)

The City Council may add and take action on other items not listed on this agenda.

I. Call to Order

A. Pledge of Allegiance

B. Roll Call

Mayor Terry Carter, Deputy Mayor Dan Swatman, Councilmember Angela Baldwin, Councilmember Aaron Davis, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler, Councilmember J. Kelly McClimans, and Councilmember Brittany Rock.

C. Agenda Modifications

D. Appointments

1. **AB26-53** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Reappointment Of Planning Commissioner Jessica Bennion To Planning Commission Position #1 With A Term Expiring April 6, 2029
2. **AB26-54** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Reappointment Of Planning Commissioner Brad Doll To Planning Commission Position #2 With A Term Expiring April 6, 2029
3. **AB26-55** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Appointment Of Craig Sarver To Vacant Planning Commission Position #4 With A Term Expiring April 6, 2027
4. **AB26-56** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Appointment Of Ron Esdaille To Planning Commission Position #7 With A Term Expiring April 6, 2029

II. Council Committee Reports

III. Consent Agenda

(The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.)

A. **Approval of Minutes:** July, 07, 2026, City Council Meeting Minutes

B.

Approval of Accounts Payable: 06/18/2026 voucher # 101805 to #101901 in the amount of \$509,357.09. Wire transfers #20260818, #202604042, and 202606180 in the amount of \$31,605.95. 07/01/2026 voucher #102001 to #102099 in the amount of \$542,462.37. Wire transfers #20260530, #53039794, and #20260702 in the amount of \$131,231.74. **VOIDS:** Checks # 101902 to #102000. Replaced with checks #102001 to #102099.

C. **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.

D. **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.

E. **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.

F. **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.

IV. Full Council Issues

V. Public Hearings

Limited to 5 minutes for each speaker.

A. **AB26-50** - A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Adopting The Six-Year Transportation Improvement Program (2027-2033)

VI. Audience Comments

Limited to 5 minutes for each speaker.

VII. Council Open Discussion

VIII. Workshop Discussion Items

- A. **AB26-62** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Implementation Of A Public Safety Sales And Use Tax For Criminal Justice Purposes; Adding A New Chapter 3.46 Public Safety Sales And Use Tax To The Bonney Lake Municipal Code; Providing For Severability And Corrections; And Establishing An Effective Date. (No Advanced Material)

IX. Executive Session

Pursuant to RCW 42.30.110 and/or RCW 42.30.140, the City Council may hold an executive or closed session. The topic(s) and duration will be announced prior to the session.

- A. Pursuant to RCW 42.30.110 (1)(i), To Discuss Potential Litigation With Legal Counsel.

X. 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.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-53 -
Agenda Item Type:	Motion
Presenter:	Lauren Balisky, Development Services Manager
City Strategic Goal Category:	Growth Vision Economic Development Vision Parks Rec & Green Space Vision Mobility Vision Community Engagement Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Executive

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Reappointment Of Planning Commissioner Jessica Bennion To Planning Commission Position #1 With A Term Expiring April 6, 2029

Short Background Summary:

PURPOSE

The term for Planning Commission Position #1 expired in April 2026. As required by [Bonney Lake Municipal Code \(BLMC\) 2.26.010.F.1](#), the City of Bonney Lake issued a public notice in April 2026 requesting applications. Commissioner Jessica Bennion submitted an application requesting reappointment to her position (see **attached application**).

The Mayor has reviewed the application and determined that reappointment is appropriate. Per BLMC 2.26.010.F.2, the City Council is required to review the Mayor's determination and consent to the reappointment of Planning Commissioners.

Commissioner Bennion resides within city limits. The term for Position #1 will expire on April 6, 2029.

Budget Explanation:

Commissioners are compensated \$100 per meeting attended. This is included in the existing Development Services Budget and does not require additional funding.

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



Planning Commission Application

Submitted On: May 12, 2026, 09:50AM PDT

City of Bonney Lake - Planning Commission

Application for Planning Commission

Full Name	First Name: Jessica Last Name: Bennion
Home Phone	
Cell	
Full Address	Street Address: City: Bonney Lake State: WA Zip: 98391
Email	
City Resident?	Yes
Registered Voter?	Yes
Name of Employer	Sumner-Bonney Lake School District
Employer Address	Street Address: 1202 Wood Ave City: Sumner State: WA Zip: 98390
Education Background	Bachelor's of Science in Zoology from BYU Currently working on a Master's in Teaching Secondary Science - Biology from WGU
Professional Experience	Art and Youth Sports Instructor Gordon Family YMCA 2017-present Substitute Teacher at Sumner-Bonney Lake School District 2001-present Election judge for the City of Brooklyn Park, MN 4 election cycles Charter Commission for the City of Brooklyn Park, MN 6 years Planning Commission for the Bonney Lake
Organization Affiliations	Beautify Bonney Lake Sumner-Bonney Lake School District AAUW NSLS CFF Church of Jesus Christ of Latter-Day Saints
Why Are You Seeking Appointment?	I would like to continue to help the city of Bonney Lake improve the lives of it's citizen by helping make sure the laws and ordinances of the city are upto day with the state and what our citizens want. Also to increase access and usability of the city parks.
If you could wave a magic wand, what should Bonney Lake's park system look like in five years?	I would like to see more useable space in our parks by having more sports courts, playgrounds, splash pad, and walking trails while keeping as much green space and tree canopy as possible. I would also like to see the veterans memorial and the community center build in the city center.
General Remarks	It has been a pleasure serving on the planning commission and I would love to continue if you see fit to reappoint me.
Date Signed	May 12, 2026 12:00:00 AM
Applicant's Signature	First Name: Jessica Last Name: Bennion Email Address:

Jessica Bennion

Signed at: May 12, 2026 12:50PM America/New_York

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-54 -
Agenda Item Type:	Motion
Presenter:	Lauren Balisky, Development Services Manager
City Strategic Goal Category:	Growth Vision Economic Development Vision Parks Rec & Green Space Vision Mobility Vision Community Engagement Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Executive

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Reappointment Of Planning Commissioner Brad Doll To Planning Commission Position #2 With A Term Expiring April 6, 2029

Short Background Summary:

PURPOSE

The term for Planning Commission Position #2 expired in April 2026. As required by [Bonney Lake Municipal Code \(BLMC\) 2.26.010.F.1](#), the City of Bonney Lake issued a public notice in April 2026 requesting applications. Commissioner Brad Doll submitted an application requesting reappointment to his position (see **attached application**).

The Mayor has reviewed the application and determined that reappointment is appropriate. Per BLMC 2.26.010.F.2, the City Council is required to review the Mayor's determination and consent to the reappointment of Planning Commissioners.

Commissioner Doll lives outside city limits, in the potential annexation area, and is eligible for appointment under BLMC 2.26.010.E. The term for Position #2 will expire on April 6, 2029.

Budget Explanation:

Commissioners are compensated \$100 per meeting attended. This is included in the existing Development Services Budget and does not require additional funding.

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



Planning Commission Application

Submitted On: Apr 29, 2026, 03:21PM PDT

City of Bonney Lake - Planning Commission

Application for Planning Commission

Full Name	First Name: Brad Last Name: Doll
Home Phone	
Cell	
Full Address	Street Address: City: Bonney Lake State: WA Zip: 98391
Email	braddoll@msn.com
City Resident?	No
Registered Voter?	Yes
Name of Employer	Self Employed Drywall Contractor
Employer Address	Street Address: City: Bonney Lake State: WA Zip: 98391
Education Background	Mt Rainier High School class of 78 School of Hard Knocks I've taken the class on open public meetings many times
Professional Experience	Planning Commission since 2006 Ponderosa Estates HOA Vice President 2004-2009, President 2009-2019, Treasurer (current), also PEHOA Park committee
Organization Affiliations	Ponderosa Estates HOA, Creator Lutheran Church
Why Are You Seeking Appointment?	I've enjoyed serving as a planning commissioner for quite a few years. I like having a say in the community, especially since I occupy the one position outside the City limits. I feel like I represent all the people who live in Bonney Lake, but outside the City limits. We shop at stores, go to schools, play at park all within the city, yet we have no vote in anything that has to do with the City. I am the voice of the outsiders.
If you could wave a magic wand, what should Bonney Lake's park system look like in five years?	I would love to see Allen Yorke Park completed with the new plan. Midtown Park is near to my heart and across the street from my house. I'd love to see that completed as well. Downtown Park looks nice, from the plan I've seen. I understand the City still need to acquire some more property to make that happen. I don't see it happening in the next 5 years. Also, the Dog Park needs to be logged of the trees with the laminated root rot, and replanted with the appropriate vegetation.
General Remarks	Many years ago, the City tried to pass a Metropolitan Park District, but it was voted down. I think it should be revisited, and the vote opened to people outside the City Limits. My family has always enjoyed the Bonney Lake Parks. I've often thought how unfair it was, that the 20,000 people in the City Limits have to shoulder the financial burden of the Parks. I also think the Park Committee should be reinstated. Bonney Lake had a bunch of awesome volunteers that served on that committee, and most had practical experience. The mayor a few years ago (McCullough) was certainly a bean counter, and wanted to save the City as much money as he could. Unfortunately, he ignored surveys and data presented to him, and chose to stall out the Park plan. At least that's my recollection. Mayor Carter seems passionate about the Parks, and should reinstate the Park Committee.
Date Signed	April 29, 2026 12:00:00 AM
Applicant's Signature	First Name: Brad Last Name: Doll Email Address:

Brad Doll

Signed at: April 29, 2026 6:21PM America/New_York

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-55 -
Agenda Item Type:	Motion
Presenter:	Lauren Balisky, Development Services Manager
City Strategic Goal Category:	Growth Vision Economic Development Vision Parks Rec & Green Space Vision Mobility Vision Community Engagement Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Executive

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Appointment Of Craig Sarver To Vacant Planning Commission Position #4 With A Term Expiring April 6, 2027

Short Background Summary:

PURPOSE

Planning Commissioner Strous-Boyd resigned from Position #4, effective June 2026, after serving on the Commission for 13 years. We thank her for her diligent, dedicated, and thoughtful service to the City of Bonney Lake!

At the time of her resignation, the City already had a public notice requesting applications, as required by [Bonney Lake Municipal Code \(BLMC\) 2.26.010.F.1](#), open since April 2026. The City received two applications for this and another vacant position.

The Mayor has reviewed the applications and determined that the appointment of former Commissioner Craig Sarver to Position #4 is appropriate (see **attached application**). Per BLMC 2.26.010.F.2, the City Council is required to review the Mayor's determination and consent to the reappointment of Planning Commissioners.

Mr. Sarver resides within city limits. The term for Position #4 will expire on April 6, 2027.

Budget Explanation:

Commissioners are compensated \$100 per meeting attended. This is included in the existing Development Services Budget and does not require additional funding.

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



Planning Commission Application

Submitted On: Jun 5, 2026, 03:33PM PDT

City of Bonney Lake - Planning Commission

Application for Planning Commission

Full Name	First Name: Craig Last Name: Sarver
Home Phone	
Cell	
Full Address	Street Address: 20231 Church Lake Dr E. House City: Bonney Lake State: WA Zip: 98391
Email	
City Resident?	Yes
Registered Voter?	Yes
Name of Employer	Retired. King County Sheriff's Office
Employer Address	Street Address: Full Address: House City: Bonney Lake State: WA Zip: 98391
Education Background	Graduate Evergreen High School AA and AAs degrees High Line Community College BA degree Central Washington
Professional Experience	USAF Combat Security Police (Sgt) Criminal Investigations 1972 - 1976 (two years reserves) Swing Shift supervisor Harbor View Medical Center Seattle WA 1976 - 1978 Commission King County Sheriff's Office 1978 -2013 Retired detective rank. Temporary position WA Air Pollution Control Authority. Inspector hazardous materials 1985
Organization Affiliations	Patriot Guard Riders Association (Motorcycle group veteran's memorial services and rides.) King County Sheriff's retired association
Why Are You Seeking Appointment?	Having served prior as an elected Bonney Lake City Council member and BL Planning Commission member (appointed) I enjoyed the process and ability to work within and influence the policies and planning of the city. I wish to be reappointed to again serve as a community planning commissioner and representative with a fresh perspective.
If you could wave a magic wand, what should Bonney Lake's park system look like in five years?	Green and accessible. The need to supply sufficient park space and access is one of the major issues facing the city. For instance, Allan Yorke Park on a nice day is routinely full to capacity and many families are turned away or have long in line wait times to gain entry. As with this type of overcrowding, crime and behavioral issues emerge. Balancing the needs of the citizens and city infrastructure/budget to provide decent, safe and enjoyable parks in our rapidly urbanizing city, with citizen input is a major challenge and should remain a priority for the future of the planning commission.
General Remarks	I wish to be reappointed and serve the city as a contributing member of the Planning Commission.
Date Signed	June 5, 2026 12:00:00 AM
Applicant's Signature	First Name: Craig Last Name: Sarver Email Address:

Craig Lerner

Signed at: June 5, 2026 3:11PM America/Los_Angeles

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-56 -
Agenda Item Type:	Motion
Presenter:	Lauren Balisky, Development Services Manager
City Strategic Goal Category:	Growth Vision Economic Development Vision Parks Rec & Green Space Vision Mobility Vision Community Engagement Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Executive

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Appointment Of Ron Esdaille To Planning Commission Position #7 With A Term Expiring April 6, 2029

Short Background Summary:

PURPOSE

Planning Commissioner Jeffery Wilkins chose not to reapply for Position #7 on the Planning Commission after serving his term. We thank him for his contributions to the Planning Commission over the past three years!

At the time of his decision not to reapply, the City already had a public notice requesting applications, as required by [Bonney Lake Municipal Code \(BLMC\) 2.26.010.F.1](#), open since April 2026. The City received two applications for this and another vacant position.

The Mayor has reviewed the application and determined that appointment of Ron Esdaille to Position #7 is appropriate (see **attached application**). Per BLMC 2.26.010.F.2, the City Council is required to review the Mayor's determination and consent to the appointment of Planning Commissioners.

Mr. Esdaille resides within city limits. The term for Position #7 will expire on April 6, 2029.

Budget Explanation:

Commissioners are compensated \$100 per meeting attended. This is included in the existing Development Services Budget and does not require additional funding.

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



Application for Planning Commission

Full Name	First Name: Ron Last Name: Esdaille
Home Phone	
Cell	
Full Address	Street Address: City: Bonney Lake State: WA Zip: 98391
Email	
City Resident?	Yes
Registered Voter?	Yes
Name of Employer	Rocket Close
Employer Address	Street Address: 1099 Stewart Street City: seattle State: WA Zip: 98101
Education Background	BS Finance Master's in real estate development
Professional Experience	10 years as Commercial Construction company owner 10 years in retail management 5 years as business development for Rocket Close Title and Escrow
Why Are You Seeking Appointment?	I am interested in joining the Planning Commission because I want to play an active role in helping shape the future growth and identity of Bonney Lake in a thoughtful and sustainable way. Even before I was a resident, I managed the Bonney Lake Fred Meyer and was deeply connected to the community ever since. With a background in finance, real estate development, and title and escrow operations, along with my current Master’s studies in Real Estate Development, I bring both technical knowledge and a long-term perspective on how development decisions impact communities. I am passionate about creating a strong sense of place through balanced growth, walkability, housing diversity, and community-centered development that enhances quality of life for residents. I also believe civic leadership is an important responsibility, and I would value the opportunity to contribute my professional experience, collaborative mindset, and commitment to responsible planning to help ensure Bonney Lake continues to grow as a vibrant, connected, and economically strong community for future generations.
If you could wave a magic wand, what should Bonney Lake's park system look like in five years?	If I could wave a magic wand, I would love to see Bonney Lake's park system evolve into a more connected, community-centered network that supports recreation, wellness, and a stronger sense of place for residents of all ages. Over the next five years, I would hope to see expanded trail connectivity between neighborhoods, parks, schools, and commercial areas to improve walkability and bike access throughout the city. I would also like to see more gathering spaces such as community plazas, outdoor event areas, sports courts, and family-oriented amenities that encourage social interaction and community engagement. Preserving natural open space while integrating sustainable features like native landscaping, stormwater design, and shaded recreation areas would also be important as the city continues to grow. Ultimately, I believe Bonney Lake’s parks should not only provide recreation, but also strengthen community identity, improve quality of life, and create spaces where people feel connected to both nature and one another
General Remarks	I am excited for the opportunity to serve the community and contribute to the continued growth and long-term vision of Bonney Lake. As mentioned previously, having managed the Bonney Lake Fred Meyer, I have had the opportunity to work closely with residents, employees, and community members from all walks of life. That experience gave me a strong understanding of the needs of the community, the importance of customer service, and how growth and development directly impact everyday residents. Combined with my background in finance, real estate development, and real estate operations, I bring both community-based and professional perspectives to planning and civic leadership. I value collaboration, transparency, and thoughtful decision-making, and I would welcome the opportunity to help guide growth in a way that strengthens Bonney Lake’s sense of place, supports economic vitality, and preserves the quality of life that makes this community special.
Date Signed	May 22, 2026 12:00:00 AM

Applicant's Signature

First Name: Ron

Last Name: Esdaille

Email Address: [REDACTED]

Ron Esdaille

Signed at: May 22, 2026 12:46PM America/New_York

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	
Agenda Item Type:	None
Presenter:	Sadie Schaneman, City Clerk
City Strategic Goal Category:	None
Department/Division Submitting:	Admin
Impacted Departments That Received Notification:	None

Full Title/Motion: Approval of Minutes: July, 07, 2026, City Council Meeting Minutes

Short Background Summary:
Minutes

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

City Council Meeting

July 7, 2026

6:00 PM

Minutes



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

Location: The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. The public was also given the option to call in or attend virtually the Council Meeting.

I. Call to Order

Mayor Carter called the meeting to order at 6:00 p.m.

A. Pledge of Allegiance

Mayor Carter led the audience in the Pledge of Allegiance.

B. Roll Call

City Clerk Sadie Schaneman called the roll. In addition to Mayor Carter, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Aaron Davis, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler, Councilmember J. Kelly McClimans and Councilmember Brittany Rock. Councilmember Angela Baldwin was not in attendance.

Staff members in attendance at the physical location were City Administrator John P. Vodopich, Acting Assistant Chief of Police Ryan Harberts, Administrative Services Director Chuck McEwen, Public Services Director Jason Sullivan, City Clerk Sadie Schaneman, and Records & Disclosure Coordinator Kandice Besaw.

**Councilmember Fullerton moved to Excuse Councilmember Baldwin.
Councilmember McClimans seconded the motion.**

Motion approved 6 – 0.

C. Agenda Modifications

None.

D. Announcements

1. Proclamation Celebrating America 250

Mayor Carter read the proclamation marking the year of 2026 as the "America 250 Celebration."

II. Council Committee Reports

Community Development Committee: Councilmember Fullerton reported the Committee met in person and virtually. The Committee discussed an ordinance regarding local amendments, adopting the six-year transportation improvement program, the battery energy storage systems (BESS) and approved their minutes.

Other Reports:

Councilmember Fullerton reported that she attended the Puget Sound Regional Council (PCRC) meeting where they discussed regional center framework scoping and sales and use taxes for affordable housing.

Mayor Cater gave a friendly reminder to everyone that the summer concert series, Tunes at Tapps, is back and to please come and enjoy the bands every Wednesday evening at Allan York Park now through August 19th.

III. Consent Agenda

Councilmember Fullerton moved to approve. Deputy Mayor Swatman seconded the motion.

Motion approved 6 – 0.

- A. **Approval of Minutes:** June 02, 2026 City Council Meeting Minutes
- B. **Approval of Payroll:** June 1-15, 2026 For Checks #35485-35487 Including Direct Deposits and Electronic Transfers Totaling \$925,941.65. **Voids:** Checks #35485-35487.
- C. **AB26-49** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the Designation Letter Identifying the Emergency Manager as Applicant Agent and Administrative Services Director as Alternate Agent for 4906-DR-WA (2025 December Storms) Recovery Disaster Assistance.
- D. **AB26-51** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The Council Meeting on August 4, 2026.

IV. Full Council Issues

None.

V. Audience Comments

For efficient use of city resources, comments will be a short summary and not verbatim. An audio recording is available on the [state digital archives](#) and [public portal website](#), if you need a complete review of comments.

Tracey McCoy, shared her appreciation to the mayor, council, and police chief for keeping the community safe, giving a special shout-out to the security efforts at Allen Yorke Park.

Steve McCoy, spoke about the importance of protecting local freedoms and liberties within the community.

Dan Decker, read aloud a personal view point sharing his perspective on recent court proceedings.

Ernie Gilmer, mentioned the upcoming groundbreaking at the Senior Center, thanking everyone who worked hard to make the remodel a reality.

VI. Council Open Discussion

AWC Conference Report: Councilmember McClimans gave a quick summary of the AWC conference he attended and walked everyone through his rating scale. The Deputy Mayor thanked him for going and said that McClimans did a great job representing the Bonney Lake council, a sentiment that Councilmember Fullerton warmly agreed with.

Consulting for Upcoming Retirements: Councilmember Fullerton brought up the idea of hiring a consulting firm to help manage upcoming retirements, specifically for big roles like the City Administrator and Chief Finance Officer. The Mayor noted that this is already top of the list and conversations are currently underway.

Patriotic Recognition: Councilmember McClimans shared some thoughts on the 4th of July and the signing of the Declaration of Independence, mentioning that he wants to focus on recognizing and celebrating America for the rest of the year.

VII. Workshop Discussion Items

A. Review of Minutes: June 16, 2026, City Council Minutes

The draft minutes were forwarded with corrections to the July 14, 2026 meeting for approval.

VIII. Executive/Closed Session

None.

IX. Adjournment

At 6.35 p.m. the meeting was adjourned by Mayor Carter with the common consent of the City Council.

Sadie A. Schaneman, MMC, City Clerk

Terry Carter, Mayor

Items presented to Council at the July 7, 2026, Meeting for the record:

1. Resolution AB26-49, due to missing from packet.
2. Personal view point, Dan Decker.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are added to the back of the packet the next day. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:

Agenda Item Type:

Resolution

Presenter:

Norielle Hernandez, Accounting Specialist
II

City Strategic Goal Category:

None

Department/Division Submitting:

Finance Staff

**Impacted Departments That Received
Notification:**

Finance

Full Title/Motion:

Approval of Accounts Payable: 06/18/2026 voucher # 101805 to #101901 in the amount of \$509,357.09. Wire transfers #20260818, #202604042, and 202606180 in the amount of \$31,605.95. 07/01/2026 voucher #102001 to #102099 in the amount of \$542,462.37. Wire transfers #20260530, #53039794, and #20260702 in the amount of \$131,231.74. **Voids:** Checks # 101902 to #102000. Replaced with checks #102001 to #102099.

Short Background Summary:

AP Numbers For 07/21/2026 Council Meeting

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

RESOLUTION NO. 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.

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 21st day of July 2021.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, 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. 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 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 21st day of July 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, 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

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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. 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) 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 21st day of July 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, 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
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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

- a. 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. 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.

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 21st day of July 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, 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

- a. 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.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-50 -
Agenda Item Type:	Resolution
Presenter:	Ken Gill, City Engineer, Andrew Fonda, Assistant City Engineer
City Strategic Goal Category:	Public Safety Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Public Services

Full Title/Motion: A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Adopting The Six-Year Transportation Improvement Program (2027-2033)

Short Background Summary:

RCW 35.77.010 requires that by July 1st of each year the City prepares and updates its Six Year Transportation Improvement Program (TIP) identifying projects that are planned or envisioned to be completed over the next six years. Prior to the adoption of the TIP, the City Council must hold a public hearing, which is scheduled for July 21, 2025. Approval of the TIP does not authorize any budget expenditures. Changes from the last TIP will be presented by staff.

Budget Explanation:

None. Approval of the TIP does not authorize any budget expenditures.

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Community Development Committee

Date of Committee/Commission/Examiner Meeting: 7/7/2026

Date of Committee/Commission Public Hearing: 7/21/2026

Committee/Commission/Examiner Meeting Decision: TBD

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

7/21/2026

Six Year Transportation Improvement Program Definition of Information Codes

The following descriptive codes are used in the TIP program provided by WSDOT. The following is a list of the meaning of various codes used in the TIP table.

Functional Classification

Urban (Over 5000 population)

- 00 – No Classification
- 11 – Interstate
- 12 – Freeways & Expressways
- 14 – Other Principal Arterials
- 16 – Minor Arterial
- 17 – Collector
- 19 – Local Access

Improvement Type Codes

- | | |
|--|------------------------------------|
| 01 – New Construction on New Alignment | 08 – New Bridge Construction |
| 02 – Relocation | 09 – Bridge Replacement |
| 03 – Reconstruction | 10 – Bridge Rehabilitation |
| 04 – Major Widening | 11 – Minor Bridge Rehabilitation |
| 05 – Minor Widening | 12 – Safety/ Traffic Operation/TSM |
| 06 – Other Enhancements | 13 – Environmentally Related |
| 07 – Resurfacing | 32 – Non Motor Vehicle Project |

Funding Status

S - Project **is selected** by the appropriate selection body and **funding has been secured** by the lead agency.

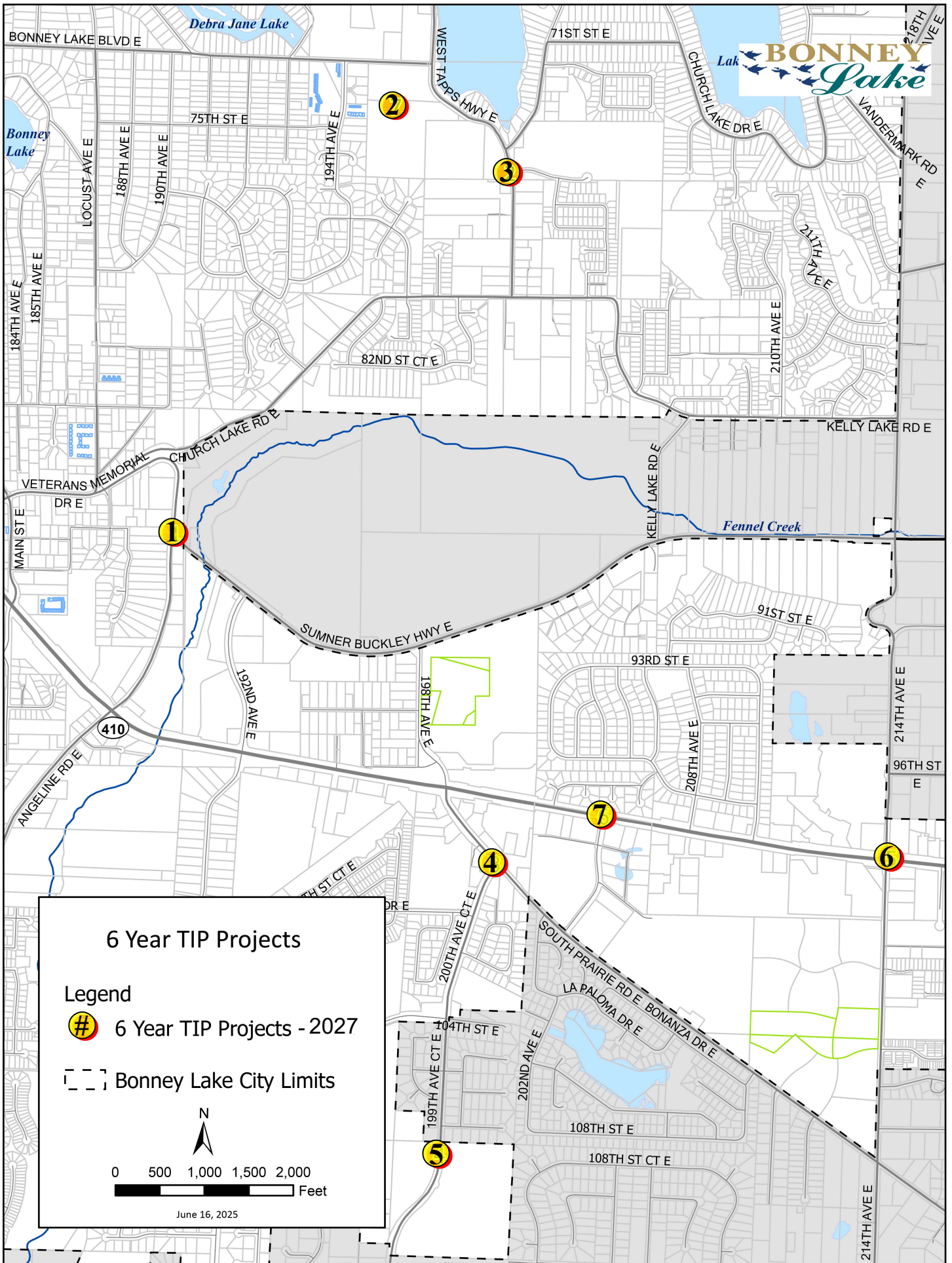
P - Project is subject to selection by an agency other than the lead and is listed for planning purposes. (**Funding has not been determined.**)

Utility Codes

- W – Water
- S – Sewer (other than agency-owned)
- P – Power
- G – Gas
- C – Cable TV
- T – Telephone
- O – Other

Environmental Data Type

- EIS – Environmental Impact Statement
- EA – Environmental Assessment
- CE – Categorical Exclusion



**CITY OF BONNEY LAKE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City of Bonney Lake council will convene a Public Hearing at 6:00 PM on Tuesday, July 21st, 2026, or soon thereafter, in the City Council Chambers at the Bonney Lake Justice and Municipal Building, 9002 Main Street E., Bonney Lake, Washington to hear testimony regarding the proposed Six (6) Year Transportation Improvement Program for the City of Bonney Lake. All persons who desire to give testimony regarding the proposed program should appear before the Council and present their testimony at said hearing. A copy of the proposed plan is available from City Engineer Ken Gill. Interested persons may appear and present their testimony at the hearing, or written comments may be submitted to the City Engineer, 21719 96th Street E., Buckley, WA 98321 or emailed to gillk@bonneylake.gov, no later than 5:00 PM, on Tuesday, July 21st, 2026.

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING THE SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2027-2033).

WHEREAS, City officials are directed by RCW 35.77.010 to adopt a 6-Year Transportation Program (TIP); and

WHEREAS, such a plan was prepared and submitted to the Mayor and City Council; and

WHEREAS, a public hearing was held on July 21st, 2026, with subsequent City Council discussion and direction.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby resolves as follows:

Adopts the Six-Year Transportation Improvement Program for the years 2026 to 2033 to be approved as a guide for the improvement of the streets of the City of Bonney Lake.

PASSED by the City Council this 11th day of August 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, City Clerk

Priority Number	Project Name	Project Limits		Description	Funding Status	Federal Aid Number	Estimated Project Cost	Estimated City Contribution	Functional Class	Improvement Type																Utilities								Environmental Classification	R/W Needed? (Acquisition Date)
		Beginning	End																																
										New Construction (01)	Relocation (02)	Reconstruction (03)	Major Widening (04)	Minor Widening (05)	Other Enhancements (06)	Resurfacing (07)	New Bridge (08)	Bridge Replacement (09)	Bridge Rehabilitation (10)	Minor Bridge Rehabilitation (11)	Safety (12)	Environmental (13)	Non Motor Vehicle Project	Water	Sewer	Power	Gas	Cable TV	Telephone	Other					
1	Veterans Memorial Drive at Angeline Road	Intersection	Intersection	Construct a roundabout and Fennel Creek Trail connection to Locust Ave	S	STBGUL-3120 (003)	\$7,323,434	\$3,527,000	16			03			06	07									32	W	S	P	G	C	T	O	CE	YES	
2	West Tapps Highway Relocation-Cooridor Plan (2028), Design (2029), Permitting+ROW (2032), CN (2032)	Bonney Lake Blvd	New connection with AYP	Construct new road with 2 travel lanes, shared use path on east and north side of road with the intersection at the south end of AYP. Road to be built within existing park property and will connect with new roundabout on Bonney Lake Blvd. Reconfigure the existing intersection of Bonney Lake Blvd and West Tapps Hwy to accomodate West Tapps Hwy alignment.	P		\$5,260,000	\$5,260,000	12		02			05	06	07						12		32	W	S	P	G	C	T	O	CE	NO		
3	West Tapps Highway	76th Street Ct E	Church Lake Road	Upgrade roadway with concrete curb and gutter on both sides of the road and a muti-use path on the west side. Gravity sewer extension and 820 LF of 8 inch DI water main replacement on West Tapps Highway. Stormwater improvements in the west leg of the intersection with Church Lake Road. Vertical alignment improvements on the east leg of the intersection with Church Lake Road.	P		\$9,498,000	\$9,498,000	16			03			06	07					12		32	W	S	P	G	C	T	O	CE	NO			
4	South Praire Road and 200th Ave E	Intersection	Intersection	Intersection control evaulation to determine appropriate channelization and/or control improvements. Assumed improvement is add SB through lane and widen approaches as needed.	P		\$2,260,000	\$2,260,000	16			03									12		32	W	S	P	G	C	T	O	CE	NO			
5	199th Ave E and 109th St E	Intersection	Intersection	Install new roundabout at Mountain View Middle School and Bonney Lake High School	P		\$6,480,000	ZERO	17			03				07					12		32	W	S	P	G	C	T	O	CE	NO			
6	SR410 and 214th Ave E	Intersection	Intersection	Intersection control evaulation to determine identify optimal configuration. Assumed improvement is to convert right drop lane to a through lane and add new right turn drop lane.	P		\$520,000	\$520,000	12			03		05		07			10		12			W	S	P	G	C	T	O	CE	NO			
7	SR410 and 204th Ave E	Intersection	Intersection	Remove landscape island, pave and stripe to lengthen left hand turn pocket.	P		\$150,000	\$150,000	12			03		05	06	07					12		32	W	S	P	G	C	T	O	CE	NO			
0	Street Reconstruction Program	City Wide		108th, 110th, 111th, 112th, 193rd Cul-de-sacs-bid fall 2026	P		\$350,000	\$350,000													12											CE	NO		
0	Street Overlay Program	City Wide			P		\$275,000	\$275,000	00							07																CE	NO		
0	Street Chip Seal Program-(Every other year)	City Wide		None in 2026; restart in 2027 then alternate years	P		\$303,000	\$303,000	00												12											CE	NO		
0	Sidewalk Improvements	City Wide		84th/Locust-sidewalk gap-bid fall 2026	P		\$275,000	\$275,000	00													32										CE	NO		
0	ADA Improvements	City Wide			P		\$275,000	\$275,000	00																							CE	NO		

\$32,969,434 \$22,693,219

Priority Number	Project Name	Project Phase												Expenditure Schedule					
		Engineering (PE)				Permitting and Right-of Way (ROW)				Construction (CN)				Year 1 (2027)	Year 2 (2028)	Year 3 (2029)	Year 4 (2030)	Year 5 (2031)	Year 6 (2032)
		Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)	Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)	Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)						
1	Veterans Memorial Drive at Angeline Road	2025	\$695,000	RTCC	13.5%	2027	\$50,000	RTCC	13.5%	2028	\$6,200,000	\$2M-C. Schrier \$1.2M-Rep.Stokesberry	TBD	\$50,000	\$6.2M				
2	West Tapps Highway Relocation-Corridor Plan (2028), Design (2029), Permitting+ROW (2032), CN (2032)	2028- Corridor Plan and begin PE in 2029	\$526,000			2030	ZERO-AYP			2031	\$4,734,000	Recommend Apply for TIB Urban Arterial Program	TIB sets a 20% Match for Bonney Lake		\$15,000	\$526,000		\$2.7M	\$2.0M
3	West Tapps Highway	2031	\$1.2M			2032				2033	\$8,358,240							\$1.2M	
4	South Praire Road and 200th Ave E	2032	\$60,000							2033	\$2,200,000								\$60,000
5	199th Ave E and 109th St E	2026		BLSSD						2027		BLSSD							
6	SR410 and 214th Ave E	2032	\$50,000							2034	\$470,000								\$50,000
7	SR410 and 204th Ave E	2028	\$5,000			2028				2029	\$145,000				\$5,000	\$145,000			
0	Street Reconstruction Program	2027								2027				\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
0	Street Overlay Program	2027								2027				\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
0	Street Chip Seal Program-(Every other year)	2027								2027				\$300,000		\$303,000		\$306,030	
0	Sidewalk Improvements	2027								2027				\$275,000	\$277,750	\$280,528	\$283,333	\$286,166	\$289,028
0	ADA Improvements	2027								2027				\$275,000	\$277,750	\$280,528	\$283,333	\$286,166	\$289,028

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-62 -
Agenda Item Type:	Ordinance
Presenter:	Dan Swatman, Deputy Mayor
City Strategic Goal Category:	Public Safety Vision
Department/Division Submitting:	Admin
Impacted Departments That Received Notification:	Executive Finance Police Department

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Implementation Of A Public Safety Sales And Use Tax For Criminal Justice Purposes; Adding A New Chapter 3.46 Public Safety Sales And Use Tax To The Bonney Lake Municipal Code; Providing For Severability And Corrections; And Establishing An Effective Date. (No Advanced Material)

Short Background Summary:

Discussion on implementing the Public Safety Sales and Tax

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Finance Committee

Date of Committee/Commission/Examiner Meeting: 7/14/2026

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision: Send to Council Workshop Discussions

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

Public Safety Sales and Use Tax of One-tenth of One Percent (0.1%)

- An Ordinance to implement a public safety sales and use tax of one-tenth of one percent (0.1%) as authorized by Section 201, Chapter 350, Laws of Washington 2025 (House Bill 2015).
- The Washington State Legislature has authorized the legislative authority of a qualified city to implement, by resolution or ordinance, a sales and use tax by June 30, 2028.
- The City, through its law enforcement agency, will submit documentation to the Criminal Justice and Training Commission (“CJTC”) concurrently with the adoption of this ordinance, demonstrating that it has met the requirements of the legislation, and is eligible to receive the public safety grant and to implement the public safety sales and use tax (Chief Berry has confirmed that we would meet these requirements).
- Moneys received by the city from the tax imposed under this chapter must be expended for Criminal Justice Purposes, “Criminal Justice Purposes” means activities that substantially assist the criminal justice system, which includes:
 - Domestic violence services;
 - Staffing adequate public defenders;
 - Diversion programs;
 - Reentry work for inmates;
 - Local government programs that reduce the numbers of people interacting with the criminal justice system including, but not limited to, reducing homelessness or improving behavioral health;
 - Community placements for juvenile offenders; and
 - Community outreach and assistance programs, alternative response programs, and mental health crisis response including, but not limited to, the recovery navigator program.
- The deadline for passing such an Ordinance and transmitting it to the Department of Revenue would be October 18, 2026, for the tax to become effective January 1, 2027.
- It is anticipated that such a tax would bring in \$880,000 in revenue annually to the City of Bonney Lake.



Public Safety Tax City Council Consideration/Discussions

February 24, 2026 City Council Budget Retreat Minutes

Public Safety Tax

The Council discussed and shared their concerns, including:

- What tax can be used for
- The estimated amount
- Hardship on Residents

Council asked the administration to bring forward an Ordinance to implement the Public Safety Tax to a future Council Meeting.

March 10, 2026 City Council Meeting Minutes

AB26-28 - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Implementation Of A Public Safety Sales And Use Tax For Criminal Justice Purposes; Adding A New Chapter 3.46 Public Safety Sales And Use Tax To The Bonney Lake Municipal Code; Providing For Severability And Corrections; And Establishing An Effective Date.

Councilmember Fullerton moved to refer AB26-28 to Finance Committee, Councilmember Baldwin seconded the motion.

Councilmember Baldwin asked to hear what the other Councilmembers' thoughts were before the item goes to committee.

Councilmember Fullerton moved to rescind motion to refer AB26-28 to Finance Committee, Councilmember Baldwin seconded the motion.

Motion approved 7 - 0.

The Council discussed and shared their concerns, including:

- Presenting to Public Safety Committee.
- Ending fund balance for 2028.
- Funding opportunities and associated obligations.
- Next opportunity for submission.

Councilmember Fullerton moved to refer AB26-28 to Finance and Public Safety Committee, Councilmember Hubler seconded the motion.

Motion approved 7 - 0.

April 14, 2026 Public Safety Committee Minutes

AB26-28 - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Implementation Of A Public Safety Sales And Use Tax For Criminal Justice Purposes; Adding A New Chapter 3.46 Public Safety Sales And Use Tax To The Bonney Lake Municipal Code; Providing For Severability And Corrections; And Establishing An Effective Date.

Introduced by City Administrator Vodopich who gave an overview of the ordinance.

The Public Safety Committee discussed and shared their concerns, including:

- Taxing citizens.
- Citizens paying twice.
- Voters understanding level of service.
- Would go to a vote in 2028.

It will go to the Finance Committee first, then to City Council.

April 14, 2026 Finance Committee Minutes

Public Safety Tax Discussion

City Administrator Vodopich was only given a brief opportunity to speak on the issue. The item will be brought back to next month's Finance Committee for further discussion.

The Finance Committee discussed and shared their concerns, including:

- Pierce County is already collecting the tax.

July 14, 2026 Public Safety Committee Minutes

Staff were asked to put this on as a continuing workshop discussion item through September 2026.

July 21 - September 22, 2026 City Council Meetings - Workshop Discussion Item

TBD