

COMMISSIONERS' AGENDA ACTION SHEET

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| Meeting Date: | FC 05/31/22 BC 06/07/22 |
| Subject: | Sign Amendment No. 1 with DCYF/JRA Program Agreement 2163-22027 for Consolidated Juvenile Services |
| Presenter: | N/A |
| Prepared By: | Rosa Garcia |
| Reviewed By: | David Wheeler |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval) |
| Type of Agenda Item: | Type of Action Needed: (Multiple boxes can be checked, if necessary) |
| <input checked="" type="checkbox"/> Consent Agenda | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution |
| <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance |
| | <input type="checkbox"/> Execute Contract |

Summary / Background Information

We received an Amendment No. 1 to Program Agreement 2163-22027 from the State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration (DCYF/JRA), regarding consolidated juvenile services. The original Program Agreement was approved via Benton County Resolution number 2021 617 and Franklin County Resolution number 2021 164.

The purpose of this amendment is to allow for Concrete Goods purchases and add Exhibit D and Exhibit E.

The term of this Program Agreement Amendment No.1 commences on June 1, 2022 and expires June 30, 2023.

Fiscal Impact

This project is grant funded. The program agreement is based on expenditure reimbursement to the Benton-franklin Counties Juvenile Justice Center.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Amendment No. 1 for Program Agreement 2163-22027.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AMENDMENT NO. 1 OF THE RESOLUTION FOR THE PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION

WHEREAS, Benton and Franklin Counties has a Program Agreement with Washington Department of Social and Health Services, Juvenile Rehabilitation Administration for Consolidated Juvenile Services via Benton County Resolution numbered 2021 617 and Franklin County Resolution numbered 2021 164 which is Program Agreement Number 2163-22027; and

WHEREAS, the current Resolution has the term of the agreement commencing July 1, 2021 and expiring June 30, 2023; and

WHEREAS, Karen McGovern, Grants and Contracts Manager for the Department of Social and Health Services has informed the Benton-Franklin Counties Juvenile Justice Center of the Amendment No. 1 to allow for Concrete Goods purchases, plus the addition of Exhibit D "Concrete Goods Guidance" and Exhibit E "Concrete Goods Reporting Template" to Program Agreement 2163-22027; and

WHEREAS, David Wheeler, Interim Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that Amendment No. 1 to the Program Agreement 2163-22027 between Washington State Department of Social Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing June 1, 2022 and terminating on June 30, 2023;
NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Interim Juvenile Administrator's recommendation and hereby approve Amendment No. 1 to the Program Agreement 2163-22027; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the amended Resolution to Program Agreement 2163-22027; and

BE IT FURTHER RESOLVED, the term of the Amendment No. 1 of the Program Agreement commences on June 1, 2022 and expires on June 30, 2023.

DATED this _____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

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|  | CONTRACT AMENDMENT Consolidated Contract | DCYF CONTRACT NUMBER: 2163-22027 Amendment No. 01 | |
| This Contract Amendment is between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below. | | Program Contract Number Click here to enter text. Contractor Contract Number | |
| CONTRACTOR NAME Benton County | | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 5605 W Canal Place Suite 106 Kennewick, WA 99336 | | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971 | DCYF INDEX NUMBER 1122 |
| CONTRACTOR CONTACT Dave Wheeler | CONTRACTOR TELEPHONE (509) 737-2745 | CONTRACTOR FAX () - | CONTRACTOR E-MAIL ADDRESS david.wheeler@co.benton.wa.us |
| DCYF ADMINISTRATION Department of Children, Youth, and Families | | DCYF DIVISION Children, Youth and Families | DCYF CONTRACT CODE 2072CS-63 |
| DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist | | DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504 | |
| DCYF CONTACT TELEPHONE (360)870-5727 | DCYF CONTACT FAX Click here to enter text. | | DCYF CONTACT E-MAIL ADDRESS karena.mcgovern@dcyf.wa.gov |
| IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No | | CFDA NUMBERS | |
| AMENDMENT START DATE 06/01/2022 | CONTRACT END DATE 06/30/2023 | | |
| PRIOR MAXIMUM CONTRACT AMOUNT \$0.00 | AMOUNT OF INCREASE OR DECREASE \$3,829.00 | TOTAL MAXIMUM CONTRACT AMOUNT \$3,829.00 | |
| REASON FOR AMENDMENT; CHANGE OR CORRECT OTHER: SEE PAGE TWO | | | |
| ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit D-Concrete Goods Guidance; Exhibit E-Concrete Goods Reporting Template | | | |
| This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment. | | | |
| CONTRACTOR SIGNATURE David Wheeler | PRINTED NAME AND TITLE David Wheeler Interim Juvenile Court Administrator | | DATE SIGNED 5/24/2022 |
| DCYF SIGNATURE Karena McGovern | PRINTED NAME AND TITLE Karena McGovern Contract Specialist | | DATE SIGNED 5/25/2022 |

This Contract between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor is hereby amended as follows:

1. **Purpose.** The purpose of this amendment is to increase Contract Consideration by \$3,829 to allow for Concrete Goods purchases as instructed on Exhibit D and attach Exhibit E.

Concrete Goods Guidance-Exhibit D is included as follows:

2. Exhibit D

**CONCRETE GOODS GUIDANCE
Benton County**

1. Based on the allowable spending of state contracts, these funds for concrete goods must be spent by June 30, 2022. Concrete goods purchased by June 30, 2022 should be distributed no later than September 30, 2022.
2. Contractor will purchase and provide concrete goods to families for the purposes of supporting low-income families. Goods may be provided directly to families through non-profit partner organizations.
 - a. Funds allocated in this Contract may be used for short-term supports, such as: diapers, car seats, cleaning supplies, hygiene supplies, school supplies, transportation costs (e.g. bus pass), short-term housing assistance, and grocery gift cards.
 - i. In distributing gift cards, Contractor must make reasonable efforts to assure gift cards are not used for the purchase of items that are prohibited from being purchased.
 1. If available, Contractor will use gift cards that prohibit the purchase of alcohol, tobacco and firearms.
 - ii. Contractor must track each gift card individually, including: retailer, amount, identification number or other unique identification, and client signature or electronic verification of receipt.
 - iii. There is no max amount per family/youth. There is a max of \$200 value per item. Provider can seek approval item of greater value than \$200 – e.g. gas and grocery cards.
 - iv. Appliances are not considered a concrete good.
 - b. Funds allocated in this Contract may not be used to pay for alcohol, marijuana, tobacco, vaping supplies, firearms, or other weapons in any way. They also may not be used for utilities, extended housing, medical care, medical supplies, or other long-term supports.
3. The Contractor will maintain documentation for these concrete goods purchased by this funding source, including: how needs were identified for specific supplies, what specific supplies were purchased, and how many unduplicated families received these supplies.
4. Financial Reporting and Documentation
 - a. Compensation is based on reimbursement for actual expenses incurred and approval of all invoices by DCYF. Contractor must attach back-up documentation to the billing that demonstrates the actual expenses incurred.
 - b. Contractor will submit a properly completed A-19 Voucher, accompanied by the following documentation of the actual expenses incurred, as described below:
 - i. Invoice documentation supporting payment for concrete goods, including quantity and cost of each type of good purchased.
 - ii. If Contractor provides gift cards for concrete goods, a copy of the records

demonstrating both the purchase and distribution of gift cards have occurred in accordance with requirements in 2.a. (1)

5. 10% admin fee is authorized for concrete goods.
6. All concrete goods provided by this contract must be purchased by June 30, 2022. Any services after June 30, 2022 are not billable under the terms of this Contract. Exhibit E is due by October 31, 2022 in order to capture all the data for the completed program.

Concrete Goods Reporting Template-Exhibit E is included as follows:

3. **Exhibit E** will be provided electronically by the DCYF Program Administrator.

All other terms and conditions of this Contract remain in full force and effect.

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



David Wheeler, Interim Juvenile Court Administrator



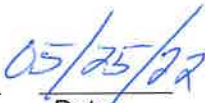
Date

BENTON COUNTY APPROVAL

Approved as to Form:



Deputy Prosecuting Attorney



Date

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney

Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____