

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 08/15/23 BC 08/29/23		
Subject:	Sign Interagency Agreement with AOC for BECCA Services via No. IAA24292		
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 <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
<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 checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center would like to enter into an Agreement with the State of Washington, Administrative Office of the Courts (AOC), to provide BECCA services, which include Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW), for the state biennium, to-wit: July 1, 2023 through June 30, 2024. Benton-Franklin Counties Juvenile Justice Center has been receiving funding from AOC in support for BECCA program since 2003.

The term of the Interagency Agreement No. IAA24292 is July 1, 2023, through June 30, 2024. The Program Agreement is backdated to July 1, 2023, so that services are not interrupted, and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2023.

The delay in execution is a result of the Agreement not being received from AOC until August 3, 2022.

Fiscal Impact

This project is grant funded. The Program Agreement is based on expenditure reimbursement to the Benton-Franklin Counties Juvenile Justice Center. The maximum reimbursement amount is not to exceed \$364,582.00.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Interagency Agreement No. IAA24292.

Suggested Motion

Approved 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 AWARDING THE INTERAGENCY AGREEMENT IAA24292 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, Benton and Franklin Counties had an Interagency Agreement with the State of Washington Administrative Office of the Courts for Becca Bill Program and Services via Benton County Resolution numbered 2022 525 and Franklin County Resolution numbered 2022 150 which is Interagency Agreement No. IAA23824; and

WHEREAS, David Wheeler, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement No. IAA24292 between the State of Washington Administrative Office of the Courts, and the Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2023, and terminating on June 30, 2024; and

WHEREAS, the new Agreement was not received from the State of Washington Administrative Office of the Courts until August 3, 2023, and is backdated to July 1, 2023, so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 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 Juvenile Administrator's recommendation and hereby approves the State of Washington Administrative Office of the Courts Interagency Agreement No. IAA24292. The program agreement is based on expenditure reimbursement in which the maximum amount is not to exceed \$364,582.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Interagency Agreement No. IAA24292; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences July 1, 2023, and expires on June 30, 2024.

DATED this ____ day of _____ 2023

BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2023

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Commissioner

Commissioner

Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**INTERAGENCY AGREEMENT IAA24292
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON -FRANKLIN COUNTIES JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Benton-Franklin Counties Juvenile Court (Contractor).

I. PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to administer Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Contractor under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Contractor.

II. STATEMENT OF WORK

The Contractor will administer Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor’s jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide the number of petitions broken down as follows:

- A. CHINS petitions;
- B. ARY petitions; and,
- C. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this Agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the “Becca Bi-Annual Report to AOC”.

Reporting schedule:

Period	Report Due
07/01/23 - 12/31/23	01/31/24
01/01/24 - 06/30/24	07/31/24

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Project Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276.

III. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is **July 1, 2023** regardless of the date of execution and it shall end on **June 30, 2024**, except for any remaining obligations of the Contractor as may exist.

IV. COMPENSATION

- A. Contractor shall be reimbursed a maximum of \$364,582 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement.
- B. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing and case management of CHINS, ARY and Truancy referrals/petitions. Contractor shall use BECCA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.
- C. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (Exhibit B) is received and approved by AOC.
- D. If this Agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- E. Contractor shall submit invoices to AOC monthly.
- F. Payment will be made by the AOC upon receipt of a properly-completed Washington State form A-19 and Becca Monthly Detail Report (Exhibit B). Invoices are to be sent via email to AOC Financial Services at payables@courts.wa.gov. AOC will remit payment to the Contractor in a total amount not to exceed the value of this agreement
- G. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- H. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- I. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

V. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in

- the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to payables@courts.wa.gov so that it is received by August 1, 2024.

VI. OTHER PROVISIONS FOR SERVICES

- A. **Background Check/Criminal History**
In accordance with Chapters 110-700 WAC, and RCW 43.43.830, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.
- In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.
- The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and/or subcontractor is suitable for access to clients/juveniles.
- By signing this agreement, Contractor affirmatively acknowledges that it has met these requirements. Contractor shall document the background check/criminal history clearance process it employs.
- B. **Sexual Misconduct**
Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sex Offenses."

VII. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first

giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VIII. 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 AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

IX. 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.

X. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

XI. TERMINATION

A. Termination for Convenience

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this Agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

B. Termination for Cause

If 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 party.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

XIII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement including materials incorporated by attachment or reference.

XIV. 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.

XV. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the Agreement as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this Agreement.

XVI. COUNTERPARTS

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed.

EXHIBIT A

BECCA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for Becca reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2024, this supporting documentation needs to be retained at the local level. In future fiscal years, AOC will require the supporting documentation be submitted with each reimbursement claim.

B. GENERAL

Becca allowable costs are only those costs associated with “processing and case management of truancy, children in need of services, and at-risk youth referrals.” See [ESSB 5187 Section 114 \(2\)\(a\) and \(b\) \(2023\)](#).

The guidelines below take into consideration the financial needs of courts for processing and case management of Becca referrals and allows for reimbursement for expenses related to such activities. These guidelines are consistent to the legislative restrictions and guidelines placed on Becca funding.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the Becca contract according to its terms including report preparation, scope of work, and performance
- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central contact with the court
- Approves invoices and submitted supporting documentation for Becca reimbursement
- Forwards cost and budget questions received from the courts to the AOC Comptroller
- Reviews all reports required under the Becca agreement

3. Management Services Director

- Resolves policy and procedural issues related to Becca funding

4. AOC Comptroller

- Determines Becca annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits Courts to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves Becca agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with Becca

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding Becca processing and case management must be kept locally. A judicial officer computation rate will be supplied by AOC, and will be the same for all superior court judges or pro tems hearing Becca cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g. clerks, court project managers, Becca counselors or case managers, office staff) payroll record/time and attendance records related to the processing and case management of a Becca referral must be kept locally. If the employee is not assigned fulltime to Becca then compensation reimbursement must be proportioned to the amount of time the employee processes Becca referrals and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on Becca. Document the process for determining the amount of time the person(s) spend on Becca duties. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to

determine the rate. Documentation must be on file locally and available to AOC and State Auditor. The vendor invoices must also be on file locally.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the filing, processing, case management, or direct services related to Becca cases and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Defense Attorney – Invoice must identify the specific Becca cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Prosecutor - Invoice to include a breakdown of billable hours/rates working on filed Becca cases or invoice based on a per Becca petition cost to process along with rationale and explanation on how petition cost was determined. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for Becca case processing or management and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must be on file locally.

4. Equipment

- Actual Costs - Reimbursement request does not need to include the vendor invoice if directly related to Becca; however, it must be kept locally and equipment is used solely for case processing or management. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.

- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform Becca work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual Becca Conference is provided, not to exceed the published AOC travel and per diem rates.

6. Travel

- Travel/Expense Vouchers for travel to and from the annual Becca Conference and services specifically related to Becca case processing or management. Reimbursement is limited to the published AOC travel and per diem rates.
 - Supporting Documentation –All travel reimbursement requests must be kept locally for audit purposes.
 - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

7. Detention

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the “actual” daily detention costs. If billing occurs based on a daily rate, records of actual costs should be kept on file to substantiate daily rate. If a rate is used for billing, the rate calculation must be kept locally for audit purposes.

Becca Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC to offset the costs associated with the processing and case management of Becca referrals. In the 2023-2025 Biennium, the appropriations equal \$7 million per fiscal year.

The Legislature also provides the following direction through budget proviso:

“The administrator for the courts, in conjunction with the juvenile court administrators, shall develop an equitable funding distribution formula. The formula must neither reward counties with higher than average per-petition/referral processing costs nor shall it penalize counties with lower than average per-petition/referral processing costs.”

Allocation of the funding is based on calendar year caseload data from each county for CHINS, ARY, and Truancy filings. The CHINS and ARY filing data is available through the online Caseloads of the Courts of Washington Reports. The source of Truancy filings is a query from the Judicial Information System (JIS)/EDR Statewide database and limited to 0-16 year- olds.

The AOC Comptroller maintains an allocation spreadsheet. The calculation is as follows:

- Sums three years of CHINS and ARY filings and calculates a percentage of the total for each county.
- Sums three years of Truancy filings limited to 0-16-year-olds and calculates a percentage of the total for each county.
- Applies a weighted allocation to the total funding, 46 percent of the CHINS and ARY / 54 percent of the Truancy filings. Allocates the total available funding based upon the weighted allocation percentage.
- A small county base is established at \$5,000. Where counties' weighted allocation results in less than \$5,000 for the fiscal year, then those allocations are set at \$5,000 and all other counties' weighted allocations are lowered to cover the small county base.
- Additionally, for FY 2024, adjustments were made to the formula in response to the impacts of the COVID 19 Pandemic on case filings. The adjustments were to exclude 2020 and 2021 filings and implement a 5 percent stop-loss. These changes were recommended by the Washington Association of Juvenile Court Administrators and approved by the State Court Administrator. The recommendation is included as an attachment to these guidelines.

Audit Process

The AOC Comptroller will periodically audit court Becca reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to Becca reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of Becca in that county.

Following this review, the AOC Comptroller (or designee) will contact the court if reimbursement request(s) do not meet the criteria and file the attached report in the AOC Becca audit file. See next page for sample report.

State of Washington Administrative Office of the Courts

I, [AOC Comptroller name], have reviewed the Becca reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

- Documentation is in compliance with Becca cost reimbursement requirements.
- Documentation is **not** in compliance with Becca cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date



THE WASHINGTON ASSOCIATION OF JUVENILE COURT ADMINISTRATORS

EXECUTIVE BOARD

TORI PETERSON
President
Spokane County Juvenile Court

TJ BOHL
President-Elect
Pierce County Juvenile Court

DAVID REYNOLDS
Immediate Past President
Whatcom County Juvenile Court

SUHAIL PALACIOS
Secretary
Grant County Juvenile Court

ANGIE HOLLIS
Treasurer
Skamania County Juvenile Court

LINNEA ANDERSON
San Juan County Juvenile Court

PAUL DANIELS
King County Juvenile Court

JODY JACOBSEN
Chillan County Juvenile Court

IDA KEELEY
Snohomish County Juvenile Court

KATRINA MANKUS
Kittitas County Juvenile Court

JACK MURPHY
Douglas County Juvenile Court

DENNIS RABIDOU
Okanogan County Juvenile Court

CANDI SHUTE
Yakima County Juvenile Court

CHRIS SIMONSMIEIER
Clark County Juvenile Court

COREY STEPHENS
Chelan County Juvenile Court

2021-2022
WAJCA PRESIDENT'S AWARD
Candi Shute, Yakima County

WAJCA JCA OF THE YEAR
David Reynolds, Whatcom County

June 6, 2023

TO: Dawn Marie Rubio, Christopher Stanley, and WAJCA Members

FROM: TJ Bohl and Chris Simonsmeier, WAJCA Finance Committee Co-Chairs

RE: BECCA FUNDING

Context:

The state legislature provides \$7 million a year in funding to juvenile courts for the petition filing provisions in the Becca Bill (RCW 28A.225.030). This funding is intended to support the processing of truancy petitions, child in need of services (CHINS) petitions, and at-risk youth (ARY) petitions.

In 2016 the legislature passed HB2449, which required in part the creation and implementation of Community Truancy Boards and directs juvenile courts enter a Memorandum of Understanding with all schools within the court's jurisdiction to establish practices that offer a "coordinated and collaborative approach to address truancy". The current funding distribution formula by which BECCA dollars are allocated to the juvenile courts through the Administrative Office of the Courts (AOC) relies solely on the number of petitions filed with the court and does not account for the collaborative and often informal approaches that have evolved since 2016. Juvenile courts have become much more involved in school re-engagement support prior to the formal legal filing of a petition.

The Washington Association of Juvenile Court Administrators (WAJCA) is a statewide organization of administrators who are responsible for managing civil and offender juvenile court operations in Washington Courts. As an organization, WAJCA is committed to the following principles in serving youth under the Becca Bill:

- ✓ Adolescence is a critical period of brain development that creates an opportunity to reduce negative outcomes and encourage positive behaviors that can support a positive trajectory into adulthood.
- ✓ Students experiencing chronic absenteeism represent a population of youth at risk of negative outcomes based on several factors, including social issues, disproportionality, homelessness, substance abuse, mental health, sexual exploitation, and adverse child experiences.
- ✓ Chronically truant students deserve a system of case management, based on assessment and targeted interventions, that is responsive to the needs of truant youth and that can be evaluated for effectiveness.
- ✓ Collaborative community, court, and school-based interventions provide a relevant context for intervention and will be utilized as much as possible.
- ✓ Resources should be directed to truant students who demonstrate the highest needs, are cross-system involved, or who are at crucial points of transition to avoid potential or further criminal justice involvement.

STEADFAST COMMITMENT TO YOUTH AND FAMILIES - TRANSFORMING OBSTACLES TO OPPORTUNITIES

WAJCA and AOC Leadership
June 6, 2023
Page 2

The COVID-19 pandemic significantly disrupted our schools and student disengagement was alarming. As part of the pandemic response, OSPI suspended truancy filings from August 13, 2020 through the end of the 2021 school year. As a result, the BECCA funding was rendered ineffective.

The BECCA dollars are allocated to juvenile courts based upon the number of petitions filed. Given the outlined challenges with the filing of truancy petitions in the 2020/2021 school year, AOC and WAJCA collaborated to identify the most appropriate path forward to ensure resources were available to local jurisdictions. Essentially, the funding formula was not refreshed for the 2021/2022 or 2022/2023 school years and instead the allotments were kept congruent with the 2019/2020 school year. This change afforded the juvenile courts the capacity to connect with schools and support young people and families who were struggling with attendance with or without a formal petition being filed.

In alignment with our principles listed above and in compliance with HB2449, juvenile courts continue to work diligently to partner with local school districts to improve enrollment and attendance in school programs. The challenges and stressors related to COVID-19 have affirmed the critical partnerships and collaborative efforts between school districts and juvenile courts. The juvenile courts recognize that school involvement is a critical protective factor against delinquency. The juvenile courts and school districts remain concerned for the young people who face significant social, emotional, and economic barriers to school involvement and are most vulnerable in our communities.

Proposed Recommendations:

After careful consideration, WAJCA respectfully recommends discontinuing the freeze on our BECCA funding formula. WAJCA and AOC have been working together to determine a path forward that is consistent, reliable, and lessens the dramatic impacts of lifting the formula freeze.

More specifically, WAJCA members voted unanimously in favor of the Finance Committee and Executive Board recommendation to base the FY 24 allocations on calendar years 2018, 2019, and 2022 petition filing data with a 5% stop loss applied, and the 2020 and 2021 calendar year data should be permanently omitted from the Becca funding formula.

cc: Sondra Hahn, AOC
Angie Wirkkala, AOC

BECCA MONTHLY DETAIL REPORT

Exhibit B Report

Administrative Office of the Courts

(submit monthly with A-19 invoice)

COURT: _____

MONTH/YEAR: _____

STAFF/FTE

- Judicial officer salary & benefits
- Other court staff salary & benefits

Total \$ -

PROFESSIONAL SERVICES

- General vendor services
- Defense attorney
- Other (specify)

Total \$ -

GOODS

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total \$ -

EQUIPMENT

- Computer Set-Up
- Other (specify)

Total \$ -

TRAINING

- Becca-specific

Total \$ -

TRAVEL

- Mileage
- Per Diem

Total \$ -

DETENTION

- Daily rate detention costs or actual costs

Total \$ -

GRAND TOTAL

\$ -

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

 8/7/2023

David Wheeler, Juvenile Court Administrator Date

BENTON COUNTY APPROVAL

Approved as to Form:

 08/03/23

Deputy Prosecuting Attorney Date

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney Date

By: _____
Name: _____
Title: Chairman, Board of Commissioners
Date: _____

By: _____
Name: _____
Title: Chairman, Board of Commissioners
Date: _____

Attest: _____

Attest: _____

Clerk of the Board: _____

Clerk of the Board: _____