



Members: Barbara Bitetto, Carla Bowman, Pat Cole, Greg Reinke (alt)

Staff Liaison: Administrative Services Director Jeff Steffens, Chief Operating Officer Kassandra Raymond

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Main Conference Room, 2nd floor), or virtually by using the meeting access link below. -

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 286 691 106 303

Passcode: hqpXNw

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CALL TO ORDER

COMMITTEE BUSINESS

1. Ordinance No. XXXX - Amending Sumner Municipal Code 1.18, City's Public Records
2. Resolution No. 1693 - Accepting Community Court Funding
3. Ordinance No. 2893 Amending the 2023/2024 Biennial Budget

REPORTS

1. Monthly Sales Tax Report
2. Recruitment & Negotiation Update

ADJOURNMENT



SUBJECT: Ordinance No. XXXX - Amending Sumner Municipal Code 1.18, City's Public Records

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. XXXX - Amending Sumner Municipal Code 1.18, City's Public Records

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Ordinance No. XXXX, updates the City's Public Records process, incorporating court rulings and new processes.

The main area that has changed are fees for bodyworn camera processing and collision (accident) reports. After a review of our process/fees with our neighbors, it was determined the fee previously charged for bodywork camera processing was extremely low (.60 per minute). We will now be charging \$52 per hour and \$7.00 per collision (accident reports).

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE:
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. XXXX - Amending Sumner Municipal Code 1.18, City's Public Records

**ORDINANCE NO.
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE
SECTIONS 1.18.040; 060; 100 AND 110 RELATED TO THE CITY'S PUBLIC
RECORDS.**

WHEREAS, in 2022, the City updated ~~the Public Records Act~~ its Public Records code provisions in an effort to improve efficiencies in the way the City processes Public Records Requests; and

WHEREAS, from time to time, it is necessary to update ~~and clean-up original ordinance~~ code provisions in order to incorporate new technology, industry trends, court rulings, and new processes.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. Adoption. Sumner Municipal Code Chapter 1.18.040, 1.18.060, 1.18.100 ~~is~~ are hereby amended as follows,

...

1.18.40 Public records officer.

A. The city clerk, ~~also known as~~ shall hold the position of the Public Records Officer, ~~who is the records management officer for the city,~~ is hereby designated as the city's public records officer. ~~Except for the Police Department, which has their~~ its own department records clerks, the Public Records Officer shall serve as the point of contact for the public ~~in~~ when requesting disclosure of public records from the City. The Public Records Officer shall generally oversee the City's compliance with the disclosure requirements of the Public Records Act, RCW 42.56. The ~~city~~ City ~~Administrator~~ is authorized to establish and implement policies and procedures for responding to requests for public records to be consistent with ~~those set forth in~~ this chapter.

B. ~~Any person requesting public records of the city should contact the public records officer at:~~

~~Any person requesting access to public records of the City, or seeking assistance~~ in making a request ~~should contact the Public Records Officer:~~

City Clerk
City of Sumner
1104 Maple Street, Suite 200
Sumner, WA 98390
253-299-8300
253-299-5509 (Fax)

Information is also available at the ~~Ceity~~'s website at www.sumnerwa.gov. (~~Ord. 2809 § 1, 2022; Ord. 2607 § 1 (part), 2017; Ord. 2228 § 1 (part), 2007~~)

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1.18.060 Requests for public records.

A. In order to track and promptly respond to all requests for public records, such requests shall be made in writing and delivered in person, by fax, by mail or through the City's records request portal located, on the ~~city's~~ City's website, explained in Section B below. The city encourages requestors to send formal requests for public records by means other than general email because of the risk that the email will be misdelivered or screened out and the city cannot guarantee that an email request for records will be received and processed properly.

B. A variety of records are available on the city's website at: www.sumnerwa.gov. To the extent practical, the city will store, maintain, and make its commonly requested records available electronically on its website. The city maintains an open public record portal at <https://sumnerwa.nextrequest.com> and will respond to most requests through the portal for those seeking responsive records in electronic format. The public records officer will work with the requestor to determine the most appropriate method for providing electronic copies of responsive records and may provide records through other means (i.e., via email).

C. In lieu of submitting the request for public records on the city's website the request may also be submitted in other written format but must contain the following information:

1. The date of the request;
2. The name of the requestor;
3. The full address of the requestor;
4. The telephone number of the requestor or email address;
5. A complete description of the requested record;
6. The title and date of the requested record, if known;
7. The location of the requested record, if known; and
8. Whether the requestor intends to inspect the records or to obtain a copy of the records, at the costs set forth in SMC 1.18.100.

D. Requests for public records shall be submitted to the Public Records Officer, or to a designated city employee pursuant to subsection (E) of this section. The Public Records Officer may authorize other city employees to make the initial response pursuant to SMC 1.18.070 to a request for public records. All requests shall comply with subsections (A) and (C) of this section.

E. The following designated city employees may receive public record requests directly for the specific records identified in this subsection for each designated employee.

1. The records clerk of the police department, if the request is to inspect and/or copy records prepared and/or retained by the Sumner police department.
2. The records clerk of the Sumner municipal court if the request is to inspect and/or copy documents contained in a particular Sumner municipal court case file or other records prepared and/or retained by the court.

If the record requested is not identified in subsections (E)(1) and (E)(2) of this section, or the requestor is unsure of where to file the request, the request shall be filed with the Public Records Officer/~~public records officer~~. If a request for a police or municipal court document is made to the ~~Public Records Officer~~/~~P~~public ~~records~~ Records officer~~Officer~~, it will be redirected to the applicable department for processing.

F. Over the Counter Records. Each city department may designate within its own department certain “over the counter” records available to the public for immediate inspection without the requirement of a formal public records request as set forth in this section. Routine requests include requests for records typically available for immediate inspection or on the city website such as adopted Ordinances, Resolutions or meeting minutes; other published documents of the city, such as the city’s budget or comprehensive plans; building or development permits or plat application forms, public notices, etc. City staff may answer routine requests by providing an electronic link. In the event a copy of such “over the counter” record is requested, and if the requested record is an eight-and-one-half-by-14-inch page or smaller, the department may provide the first 25 pages free of charge. However, if the photocopies requested routine record(s) exceed 25 pages, a public disclosure request will then need to be completed and the applicable duplication cost paid be required and fees may apply.

Records requiring a search for more than one identifiable record are not considered routine and the request by city staff should be submitted in written format and should not be handled as routine.

(Ord. 2809 § 1, 2022; Ord. 2607 § 1 (part), 2017; Ord. 2350 § 2, 2011; Ord. 2228 § 1 (part), 2007)

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1.18.100 Fees.

There shall be no fee for inspecting public records or locating public documents and making them available for copying, except as follows, with such fees being required to be paid in advance of the City’s obligation to fulfil the request:

A. Paper Copies. If the request exceeds 25 pages, the city may charge up to \$0.15 per page (per side, if double-sided). If, at the city’s discretion, materials need to be copied by an outside source either due to volume, current workload of city staff, or for any other reason, or if agency equipment must be used to fulfill the request, the requestor will be charged the actual amount incurred and/or invoiced to the city in fulfilling such request.

B. Scanned Documents. The city may charge up to \$0.10 per page for all requests wherein public records are scanned into an electronic format, or for the use of agency equipment to scan the records into electronic format.

C. Emailed Documents. The city may charge up to \$0.05 per every four electronic files or attachments uploaded to email, cloud-based data storage services, or other means of electronic delivery, except as explicitly described in subsection (D) of this section.

D. Electronic Records. The city may charge up to \$0.10 per gigabyte for the transmission of public records in an electronic format or for the use of city equipment to send the records electronically. Fees under this section shall also include the actual cost of materials used to transmit the electronic records (CD, USBs, etc.).

E. Customized Service Charge. The city may charge requestor a customized service charge if the city estimates that the request will require the use of information technology expertise to prepare data compilations or provide customized electronic access services when such compilations and customized access services are not used by the city for other city purposes. The customized service charge may reimburse the agency up to the actual cost of providing the services described in this section. Before assessing a customized service charge, the Public Records

Officer or designated public records officer shall notify the requestor of the customized service charge to be applied to the request, with an explanation of why the customized service charge applies, a description of the specific expertise, and a reasonable estimate of the cost of the charge, and must provide the requestor with an opportunity to amend the request in order to avoid or reduce the cost of the customized service charge.

F. Body worn camera recordings/footage (as defined by RCW 42.56.240(14)(g)(i)) – ~~redactions \$0.60 per minute if video is to be provided. The city may~~ **will charge \$52.00 per hour (pro-rated if less than an hour of redaction time)** ~~for the reasonable costs of~~ **staff time incurred** redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure to the extent necessary to comply with the exemptions in this chapter or any applicable law. ~~Based on the costs associated with redaction, including the software and staff time, the charge levied will be \$0.60 per minute of recording requested. The city shall charge the actual cost of digital storage media or device for transmitting the requested recordings.~~

However, if a request for body camera footage pursuant to RCW 42.56.240(14) is made by:

1. A person directly involved in an incident recorded by the requested body worn camera recording; or
2. An attorney representing a person directly involved in an incident recorded by the requested body worn camera recording; or
3. A person or their attorney who requests a body worn camera recording relevant to a criminal case involving that person; or
4. The executive director from either the Washington State Commission on African American Affairs, Asian Pacific American Affairs, or Hispanic Affairs; or
5. An attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the Federal or State Constitution, or a violation of a United States Department of Justice settlement agreement (subject to an explanation as to the relevancy of the requested body worn camera recording to the cause of action); then, the requestor shall not be subject to paying redaction costs.

G. Traffic Accident Report. ~~The City will charge a flat rate of \$7.00 per report for each requested traffic accident report, (also known as collision reports) as and defined by per RCW 46.52.080 and .085 the city will charge \$7.00 per report to any individual who requests a collision report.~~

G.H. Alternative Charge. The city may charge a flat fee of up to \$2.00 for any request where the city reasonably estimates and documents that the costs outlined above are clearly equal to or more than two dollars. If the city elects to charge the flat fee for an initial installment of a request produced in installments, the city shall not charge any additional fee(s) for subsequent installments on the same request.

H.I. Deposit Required. In the event that it is estimated that the copying fees applicable to a particular records request exceed \$25.00, or if the request requires the use of information technology expertise to prepare data compilations or provide customized electronic access services the city, at its discretion, may require the requestor to deposit a sum equal to 10 percent of the estimated cost prior to copying of the records.

In the event the city makes a response to a request available on a partial or installment basis, the city may charge for each part of the response as it is provided to the requestor. If an installment response to a records request is not claimed or paid for within 30 calendar days, the city is not obligated to fulfill the balance of the request or refund the deposit, and the request may be closed.

I.J. Postage and Mailing Supplies. Postage is charged at the actual postage costs of such postage, and envelopes and/or packaging are charged at the actual costs of those supplies.

J.K. Accepted Payments. All payments shall be made by cash, debit or credit card, money order, or check payable to the city of Sumner or through the city's records portal, located on the city's website. The city has the authority to waive copying fees as described in this section.

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1.18.110 Review of public records request denials.

A. Any person who objects to the initial denial or partial denial of a records request may petition in writing to the public records officer for review of that decision. The petition shall include a copy or reasonably identify the written statement by the public records officer or designee denying the request.

B. The public records officer, in conjunction with the city administrator and city attorney, will consider the petition and will either affirm or reverse the denial of the public records request.

C. Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 within a year of original request. (Ord. 2809 § 1, 2022; Ord. 2607 § 1 (part), 2017; Ord. 2228 § 1 (part), 2007)

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 3. Effective date. This ordinance shall be effective September 3, 2024, following publication as provided by law.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the Public Records Officer and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the city of Sumner, Washington, at a regular meeting thereof this XXXXXXXX.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, City Clerk

City Attorney Andrea Marquez

SUBJECT: Resolution No. 1693 - Accepting Community Court Funding

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. FY25_TC_MNO_DS
 2. CC Grant Acceptance Resolution
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STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND: The City has been awarded \$184,200 from the Washington State Administrative Office of the Courts to fund our Therapeutic Court. This agreement begins July 1, 2024 and ends June 30, 2025.

Therapeutic Courts are specialized courts that give the opportunity for a participant to engage in a closely monitored program to address the reasons for their involvement in the criminal justice system as a way to build lasting whole person health and recovery, with the goal of having their charges dismissed and avoiding further involvement with the criminal legal system.

Therapeutic courts are comprised of interdisciplinary teams led by a judge who works collaboratively to support and provide supervision to participants through behavioral health challenges that contribute to their court involvement. There are many therapeutic court types and each one specializes in supporting participants through social and behavioral health services designed to address their individual needs.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 7/11/2024

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

INTERAGENCY AGREEMENT – IAA25098
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SUMNER MUNICIPAL COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Sumner Municipal Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$184,200.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$184,200.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court 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. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$184,200.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$152,000.00
Staff Equipment & Technology	\$2,000.00
Team Training/Travel	\$10,200.00
Treatment Services	\$5,000.00
Recovery supports	\$15,000.00
Other Direct Costs	\$0.00
Total Amount	\$184,200.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- Contract Number;
- Court name, address, phone number;
- Court Federal Tax Identification Number;
- Description of Services to be provided;
- Date(s) Services will be provided;
- Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. 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 money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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. RECORDS, DOCUMENTS, AND REPORTS

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

XI. 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.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, 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 termination.

XIV. 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 must 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 will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, 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.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not 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.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Mindy Nelson-Oakes PO Box 41170 Olympia, WA 98504-1170 Mindy.Nelson-Oakes@courts.wa.gov	Judge Krista White-Swain 9002 Main St E Bonney Lake, WA 98391 kristas@sumnerwa.gov

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Washington State Administrative Office of the Courts	Court
<i>Dawn Marie Rubio</i> 6/26/2024 SignatureDate	<i>Kathy Hayden</i> 6/26/2024 SignatureDate
Dawn Marie Rubio Name	Kathy Hayden Name
State Court Administrator Title	Mayor Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- 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. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

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

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- 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).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, 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

Scale & 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.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.	<u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.
<u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures Court Staff including: • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers ○ Judges ○ Pro Tem Judges ○ Commissioners <u>Supporting documents</u> must list staff member name, staff member title, pay period • Payroll Ledgers • Pay Stubs Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	<u>Personnel Costs</u> Court Staff including: • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<u>Staff Equipment & Technology</u>	<u>Staff Equipment & Technology</u> • Furniture ○ Couches

• Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology ○ A/V equipment for conference rooms
<u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.	<u>Team Training/Travel</u> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to
CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

• Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care. • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	<u>Treatment Services</u> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i> • Participant Transportation ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education ○ Parenting Classes ○ Financial Literacy	<u>Recovery Supports</u> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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• Graduation supplies • Driver's license/ID replacement fee <u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Other Direct Costs</u> Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov	

RESOLUTION NO. 1693

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**

WHEREAS, The City of Sumner has established a Therapeutic Court Program to help reduce recidivism for drug related crimes; and

WHEREAS, to help accomplish and fund the Therapeutic Court, the City of Sumner applied for State funding; and

WHEREAS, The Washington State Administrative Office of the Courts awarded the City \$184,200; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Therapeutic Courts grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 15th of July, 2024.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBJECT: Ordinance No. 2893 Amending the 2023/2024 Biennial Budget

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: \$92,100

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Ordinance 2893 BA 07152024

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND: The 2023/2024 Biennial Budget was adopted on December 5, 2022 with Ordinance No. 2838. Staff regularly reviews the budget progress as well as any programmatic changes. In 2022, Sumner developed a pilot Therapeutic Court program, funded by the Washington State Administrative Office of the Courts (AOC). The City has been awarded additional funding for the period of July 2024 - June 2025 to continue the Therapeutic Court operations (the state fiscal year is July 1 - June 30).

This budget amendment recognizes the AOC funding and associated expenditures for July - December 2024. The 2025 funding will be incorporated into the 2025/2026 Biennial Budget development.

Ord No. 2893

BA 07/15/2024

Revenues Expenditures

General Fund	\$ 92,100	92,100
Reserve Funds	-	-
Special Revenue Funds	-	-
Debt Service Funds	-	-
Capital Funds	-	-
Utility Funds	-	-
Other Enterprise Funds	-	-
Internal Service Funds	-	-
Fiduciary Funds	-	-
	\$ 92,100	\$ 92,100

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 7/11/2024

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2893 amending the 2023/2024 Biennial Budget.

**ORDINANCE NO. 2890
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2023-2024 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2838, APPROVED DECEMBER 5, 2022, AND PREVIOUSLY AMENDED IN ORDINANCE 2849, APPROVED MARCH 20, 2023, ORDINANCE 2855, APPROVED JUNE 5, 2023, ORDINANCE 2858, APPROVED JUNE 20, 2023, ORDINANCE 2866, APPROVED AUGUST 7, 2023, ORDINANCE 2871, APPROVED SEPTEMBER 18, 2023, ORDINANCE 2872, APPROVED OCTOBER 16, 2023, ORDINANCE 2874, APPROVED DECEMBER 11, 2023, ORDINANCE 2883, APPROVED MARCH 18, 2024, AND ORDINANCE 2890, APPROVED JULY 1, 2024.

WHEREAS, The Sumner City Council approved Ordinance No. 2838 which adopted a biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2849 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2855 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2858 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2866 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2871 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2872 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2874 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2883 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, The Sumner City Council approved Ordinance No. 2890 which amended the 2023-2024 biennial budget for fiscal years 2023-2024; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2023 through December 31, 2024 as contained in the adopted 2023-2024 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 15th day of July, 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

BA 07/15/2024 Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/15/24</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/15/24</i>	<i>Revised</i>
001 General	11,300,000	\$ 41,287,140	\$ 1,826,907	\$ 92,100	\$ 40,975,513	\$ 2,631,367	\$ 92,100	\$ 10,807,166
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	450,756	200,000	-	-	390,000	-	-	260,756
103 Complete Streets	-	-	500,000	-	-	500,000	-	-
105 Drug Enforcement	65,510	-	-	-	4,000	-	-	61,510
106 Hotel/Motel	262,600	205,000	-	-	338,156	-	-	129,444
115 ARPA Funding	680,624	-	-	-	50,100	124,168	-	506,356
200 Debt Service	2,570,000	465,800	-	-	496,100	-	-	2,539,700
221 LID Guarantee	691,569	-	-	-	-	-	-	691,569
302 Sidewalk	412,457	530,000	903,200	-	880,000	633,200	-	332,457
305 Real Estate Excise Tax	851,288	1,600,000	-	-	550,000	-	-	1,901,288
310 Parks & Trails Capital Fund	423,721	4,868,061	6,407,780	-	5,131,106	5,595,280	-	973,176
320 Street Capital Fund	7,709,379	17,364,200	3,605,753	-	24,625,588	3,687,753	-	365,991
325 Facilities Capital Fund	50,000	515,000	3,386,000	-	565,000	3,286,000	-	100,000
401 Water	13,219,995	10,189,150	-	-	20,279,605	529,985	-	2,599,555
402 Wastewater	9,286,248	15,566,163	36,150	-	21,270,227	308,110	-	3,310,224
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342
408 Stormwater	8,227,784	38,031,772	9,500,000	-	42,424,254	10,596,985	-	2,738,317
410 Cemetery Operations	74,238	1,498,200	16,500	-	1,425,316	25,000	-	138,622
415 Cemetery Development	208,994	300,000	-	-	300,000	-	-	208,994
440 Animal Control	94,087	2,093,628	(35,519)	-	2,062,680	9,650	-	79,866
501 Unemployment Insurance	9,351	-	-	-	3,991	-	-	5,360
550 Fleet Management	94,835	1,498,570	-	-	1,551,411	-	-	41,994
551 Information Technology	479,281	3,264,440	124,650	-	3,336,088	139,650	-	392,633
555 Equipment Reserve	1,942,959	2,126,935	-	-	1,770,000	-	-	2,299,894
601 Cemetery Endowment	1,545,873	33,000	-	-	-	-	-	1,578,873
605 Development Impact Fees	6,898,068	500,000	-	-	998,833	1,123,415	-	5,275,820
611 Firemen's Pension	29,798	164,000	-	-	160,000	-	-	33,798
Total All Funds	\$ 70,291,581	\$ 142,301,059	\$ 26,271,421	\$ 92,100	\$ 169,587,969	\$ 29,190,563	\$ 92,100	\$ 40,085,529

SUBJECT: Monthly Sales Tax Report

CATEGORY: Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff will review monthly sales tax reporting. This is a regular reporting item. Please note, this report is provided only to those who have a WA State Department of Revenue Secrecy Affidavit Confidential Affidavit on file.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
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MEETING/STUDY SESSION DATE: 7/11/2024

COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no further action required.

SUBJECT: Recruitment & Negotiation Update

CATEGORY: Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Staff will provide a verbal update on recruitment and negotiation activity.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 7/11/2024

COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no Committee action required.