RESOLUTION NO. 3198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE, WASHINGTON, **PIERCE** COUNTY, **AUTHORIZING** THE **JUDGE OF** THE **BONNEY LAKE COMMUNITY** COURT, **COMMUNITY COURT CASE** MANAGER, AND **CITY PROSECUTOR** TO **ATTEND** THE RISE24 CONFERENCE 21-FROM MAY 25, 2024, IN ANAHEIM, CALIFORNIA.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Bonney Lake Community Court Team Members are authorized to attend the RISE24 Conference, Anaheim, California, May 21-25, 2024

PASSED by the City Council this 13th day of February 2024.

—DocuSigned by

Michael McCullough, Mayor

AUTHENTICATED:

DocuSigned by:

Sadie O. Schaneman

-975∆05€52D794€6

Sadie A. Schaneman, CMC, City Clerk

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

City Council Agenda Diff (AD)			
Department/Staff Contact: Court / Joanna Daniels, Judg	_	orkshop Date: y 13, 2024	Agenda Bill Number: AB24-15
Agenda Item Type: Resolution		solution Number: 198	Sponsor:
Agenda Subject: Authorizin	g Out Of State Travel		
Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Judge Of The Bonney Lake Community Court, Community Court Case Manager, And City Prosecutor To Attend The RISE24 Conference From May 21-25, 2024, In Anaheim, California.			
Administrative Recommend	ation: Approve.		
Background Summary: RISE24 Conference provides direct access to the largest group of experts in the fields of treatment, evaluation, supervision, law, and other issues that impact the Community Coul 1 Program. Not only does this conference showcase the newest and most innovative services and products for the treatment court field, it also provides significant opportunities for peer idea exchanges. This conference gives a forum for the team members of community court to discuss tools, technologies and processes and how they might apply to improve our Community Court. It is being requested that the three team members of Community Court be approved for out-of-state travel to attend this conference which is funded through the Administrative Office of the Courts (AOC) Community Court Agreement I AA24233. Approximate cost to attend this conference would be \$17,000 to cover registration, airfare, hotel, meals and transportation. The \$17,000 includes the reimbursement of expenses of the Public Defender and the Peer Support contracted with the City who may attend upon the filing of receipts with the proper documentation.			
J 1		FORMATION	
Budget Amount Curr Budget Explanation:		ed Expenditure	Budget Balance Fund Source General. Utilities Other
	MITTEE, BOARD		
	Finance Committee Date: 02/13/2024	Approvals: Chair/Councilmem	Yes No
	Date: 02/13/2021	Councilmember	Angela Baldwin
		Councilmember	Gwendolyn Fullerton
ı	Forward to:		Consent Agenda: Yes No
Commission/Board Review:			
Hearing Examiner Review:			
COUNCIL ACTION			
Workshop Date(s):		Public Hearing Da	ite(s):
Meeting Date(s): 2/13/2024		Tabled to Date:	

APPROVALS

Director: *Judge Joanna Daniels*

Mayor:
Michael McCullough

Date Reviewed by City Attorney:



Benefits of Attending RISE24 includes content for treatment courts of every size and region. You'll gain new tactics, insights, and increased ability to improve the success of your treatment courts. Five reasons you must attend: 1. Exclusive, practical content on topics for every discipline on your team. 2. Sessions covering every aspect of treatment courts. 3. Direct access to the largest group of experts in the fields of treatment, evaluation, supervision, law, and other issues impacting your program. 4. Significant opportunities for peer idea exchanges. 5. A superior RISE24 Expo showcasing the newest and most innovative services and products for the treatment court field. You'll benefit from: • Comprehensive content: All Rise will cover the topics that matter most to treatment court professionals. • A flexible program: We offer a combination of concurrent, discipline-specific, skills-building, training, and general sessions – providing you the ability to custom-build a tailor-made conference experience. • Current thinking in the heart of the treatment court communities: Come hear experts talk about what concerns

them now and into the future.

RISE24 Registration is Open

Registration will open on Thursday, January 18 at 1:00 p.m. ET. The link to register will appear on this page.

RISE24 will be held at the Anaheim Convention Center located at 800 W Katella Ave, Anaheim, CA 92802.

RISE24 Pricing and Payment Policy

To receive early-bird pricing, the registration invoice must be dated on or before April 29 and payment must be received by May 10. After April 30, registration is \$945 regardless of membership status.

Speakers and exhibitors will be provided instructions on how to register.

Before April 30

After April 30

Member - \$795

Non-Member - \$895

Speaker - \$495

International - \$595

Mentor Boot Camp/Coordinator - \$495

Exhibitor - \$495

Registration Payment Deadline: May 10, 2024

Geri Resch

From:

Niccolocci, Leah < Leah. Niccolocci@courts.wa.gov>

Sent:

Monday, February 5, 2024 9:53 AM

To:

Kathy Seymour

Cc:

Riley, Janice; Geri Resch; Grace, TJ

Subject:

RE: AllRise Conference

yes

Leah Niccolocci (she/her)
Program Analyst | Office of Court Innovation
Administrative Office of the Courts
Leah.Niccolocci@courts.wa.gov
www.courts.wa.gov



From: Kathy Seymour < seymourk@ci.bonney-lake.wa.us>

Sent: Monday, February 5, 2024 7:21 AM

To: Niccolocci, Leah < Leah. Niccolocci@courts.wa.gov>

Cc: Riley, Janice <Janice.Riley@courts.wa.gov>; Geri Resch <reschg@ci.bonney-lake.wa.us>

Subject: AllRise Conference

External Email Warning! This email has originated from outside of the Washington State Courts Network. Do not click links or open attachments unless you recognize the sender, are expecting the email, and know the content is safe. If a link sends you to a website where you are asked to validate using your Account and Password, **DO NOT DO SO!** Instead, report the incident.

Good Morning,

We are in process of registering staff to attend the conference and need confirmation that the grant would cover for our Public Defender Office and our Peer Support Liaison.

Thank you

Katheryn Seymour, CCM Judicial Branch Administrator Bonney Lake, South Prairie and Sumner 9002 Main Street East, Ste 100 Bonney Lake, WA 98391 253-862-6606

FIRST AMENDMENT TO INDIGENT DEFENSE SERVICES AGREEMENT WITH LAW OFFICE OF MICHAEL HARBESON

THIS FIRST AMENDMENT to the Indigent Defense Services Agreement ("First Amendment" or "Amendment"), dated as of the later of the signature dates below (the "Effective Date"), is by and between CITY OF BONNEY LAKE, a Washington municipal corporation, having its principal place of business at 9002 Main Street East, Suite 200, Bonney Lake, WA 98391-0944 (hereinafter "City"), and LAW OFFICE OF MICHAEL HARBESON, a Washington sole proprietorship, having its principal place of business at 105 W. Main Aveune, Suite 117, Puyallup, WA 98371 ("Public Defender") (individually a "Party" and collectively the "Parties").

RECITALS:

WHEREAS, the Parties entered into the Indigent Defense Agreement on December 13, 2022 ("**Agreement**"); and

WHEREAS, the Agreement provides a scope of services for providing public defense services to indigent defendants; and

WHEREAS, there is a conference called "All Rise" that would provide a benefit to the Public Defender and to the City and for which grant funding is available to the City to cover the costs of indigent public defense counsel and peer support counselors; and

WHEREAS, Public Defender desires to attend the conference and be eligible for reimbursement from the City;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

AGREEMENT:

- **1.** <u>Section 1. Appointment; Scope of Services.</u> A new Section 1.5 is hereby added to Section 1 of the Agreement to read as follows:
- 1.5 Conference Attendance; Eligibility for Reimbursement of Expenses. At the option of Public Defender, Michael Harbeson or another attorney from the Public Defender Office (who serves as the City's Public Defender) may attend the 2024 All Rise Conference in Anaheim, California ("Conference"). If Public Defender does attend the conference, he is eligible for City reimbursement of conference attendance expenses by the City as set forth below. Such reimbursement shall be limited to a single attorney and no other person. All reimbursement requests require original receipts. An expense reimbursement must be completed and provided to the City within ninety (90) days of completion of travel for the Conference in order to obtain expense reimbursement. Other than reimbursement of expenses as set forth in this section, attendance at the

Conference does make the Public Defender eligible for any additional compensation, nor require the City to pay additional compensation to the Public Defender for his attendance.

- 1.5.1 <u>Registration Expense for Conference.</u> Registrations should be made in a timely manner to take advantage of early registration discounts. A copy of the payment receipt and the agenda or program must be attached to the Expense Reimbursement Form.
- 1.5.2 <u>Airline travel by coach class.</u> Seat upgrades or changes to original purchase are not eligible. Payment for air travel shall be at actual cost from SeaTac Airport to destination and return. To take advantage of available discounts and avoid paying premium fares, travel arrangements should be booked sufficiently in advance. For airfare, required documentation includes an itinerary showing flight times, destination, and cost.
- 1.5.3 Ground Transportation and Car Rentals. Use of bus, taxi, subway, ferry, hotel shuttle service or other similar ground transportation between the airport and hotel are encouraged. Rental cars should only be used if the cost would be cheaper than the use of other transportation required to get to/from airport to hotel/conference. Mileage may be reimbursed for ground transportation expenses to and from SeaTac Airport. If a personal vehicle is used, reimbursement shall be at the established Federal reimbursement rate. Original receipts are required for all transportation expenses. This does not include mileage reimbursement. Car rentals, only if necessary, should be for compact cars or smaller. Public Defender is responsible for returning rental car with a full gas tank to avoid the costly refueling charges imposed by the rental companies. If a rental car has been reserved and is not needed, it is the Public Defender's responsibility to immediately cancel the car rental reservation. Public Defender must submit the original, detailed rental receipt with the expense claim.
- 1.5.4 Lodging Costs. The maximum lodging rates are set by size of metro area, with different rates as listed below. Reimbursement is limited to a standard room. Public Defender should try and secure the least expensive lodging. Allowable lodging expenses are intended to include the basic commercial lodging rate or the "government rate", if available, any applicable sales taxes and/or hotel/motel taxes, and any tip or gratuity. It is the responsibility of the Public Defender to request of the lodging vendor a "government rate," if available, unless a lower rate for the same accommodations is available. If the Public Defender chooses to stay at a non-conference hotel and the rate exceeds the approved city rate, the Public Defender is responsible for the cost difference. Exception: When staying at the official conference hotel, the negotiated conference hotel rate is acceptable for a standard room. Also, in lieu of the below listed rates, actual and reasonable rates shall apply where the lodging is tied to a specific hotel, motel or other housing accommodation in connection with the seminar, convention or meeting being attended. If there

is no conference hotel or conference rate, the maximum rate approved shall be in accordance with GSA (Office of General Services Administration) approved rates www.gsa.gov.

1.5.5 Meal Reimbursement.

1.5.5.1 *Limited to Period of Travel.* For meals that are during the period of travel, there shall be a maximum rate of reimbursement for meals. The "period of travel" shall be defined as follows:

Travel Status	Time Period	Reimbursable
If travel status begin:	Before 6:30 AM	Breakfast, Lunch
		Dinner
	Between 6:30 AM and	Lunch, Dinner
	12:00 PM	
	Between 12:00 PM	Dinner
	and 6:00 PM	
If Travel Status ends	Before 12:00 PM	Breakfast
(by returning to work	Between 12:00 PM	Breakfast, Lunch
or home):	and 6:00 PM	
	After 6:00 PM	Breakfast, Lunch,
		Dinner

- 1.5.5.2 *Maximum rate of reimbursement*. The maximum rate for covered meals, including gratuity, are as follows: Breakfast: \$17.00; Lunch: \$18.00; and Dinner: \$34.00.
- 1.5.5.3 *Non-Reimbursable Meals*. The following meals will not be reimbursed if they are provided through another means, including but not limited to meals included in a lodging package or as part of a conference:
 - 1.5.5.3.1 *Included Meals*. Meals included in the price of lodging, such as full breakfasts including buffets. Airline meals or "continental breakfasts" will not be considered a full meal, meaning the Public Defender will be reimbursed for that meal.
 - 1.5.5.3.2 *Meals included in a registration fee.* For reimbursement of meals related to travel for conference or training attendance, a copy of the agenda or program must be attached to the Expense Reimbursement Form before meals will be reimbursed. Meals do not include finger foods, snacks or hors d'oeuvres.
 - 1.5.5.3.3 *Reception Meals*. For agendas that indicate a lunch or dinner reception, it is the Public Defender's responsibility to confirm with the event the type of food available and provide accounts payable with documentation of findings such as email correspondence from the event personnel or statement.
 - 1.5.5.3.4 *Meals included at functions*. Any meal provided, regardless of whether or not consumed, at the function the Public Defender attended.

- 1.5.5.3.5 *Alcohol*. Reimbursement for alcoholic beverage expenses is prohibited. This includes beverages containing any alcohol (e.g. coffee cocktails).
- 1.5.5.3.6 *Gratuity*. Public Defender is authorized to grant a gratuity of up to 20% for the meal (including tax) or for a taxi ride or other service for which a gratuity is customary, unless otherwise included in the cost of service (i.e., automatic service charge). However, the gratuity is also subject to the total limits in 1.5.5.2 above.
- 1.5.5.3.7 *Ineligible Expenses*. The following expenses are not authorized City expenses and shall not be reimbursed. Travel expenses paid for by any other organization, alcoholic beverages, meals or lodging accommodations for family or guests, tour bus fees for sightseeing tours, mileage if traveling as a guest in a privately owned car, trip insurance, personal expenses for entertainment or other purposes, air phone charges, child care, dry cleaning/laundry, fines or forfeitures, theater/sports tickets, in-flight/inroom movies, personal telephone calls, shoe shines, supplemental car rental insurance, theft or loss of personal property, toiletries, lost luggage, massage/spa charges, traffic, speeding, or parking tickets, valet parking and room service above the allowable per diem amount.
- 2. Reaffirmation; Intention to be Bound. Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and accurate as of the Effective Date. The Parties executing this First Amendment on behalf of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.
- **3. Recitals; Capitalized Terms.** The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement or as set forth in the Amendment.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

CITY OF BONNEY LAKE, a Washington municipal corporation LAW OFFICES OF MICHAEL HARBESON a Washington sole proprietorship	CITY:	PUBLIC DEFENDER:
	,	LAW OFFICES OF MICHAEL HARBESON a Washington sole proprietorship

Mayor Michael McCullough	Michael Harbeson
Date:	Date:
ATTEST:	
Sadie A. Schaneman, CMC, City Clerk	

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH RAINIER RECOVERY CENTERS, LLC

THIS FIRST AMENDMENT to the Memorandum of Understanding Agreement ("First Amendment" or "Amendment"), dated as of the later of the signature dates below (the "Effective Date"), is by and between CITY OF BONNEY LAKE, a Washington municipal corporation, having its principal place of business at 9002 Main Street East, Suite 200, Bonney Lake, WA 98391-0944 (hereinafter "City"), and RAINIER RECOVERY CENTERS, LLC, a Washington limited liability company, having its principal place of business at 18208 113th Avenue E., Puyallup, WA, 98374-8854 ("Contractor") (individually a "Party" and collectively the "Parties").

RECITALS:

WHEREAS, the Parties entered into the Memorandum of Understanding for comprehensive peer support services on January 24, 2024 ("**Agreement**"); and

WHEREAS, the Agreement provides a scope of services for providing peer support services to defendants in the Bonney Lake Municipal Court; and

WHEREAS, there is a conference called "All Rise" that would provide a benefit to the Contractor and to the City and for which grant funding is available to the City to cover the costs of indigent public defense counsel and peer support counselors; and

WHEREAS, Contractor desires to attend the conference and be eligible for reimbursement from the City;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

AGREEMENT:

1. <u>Conference Attendance</u>; <u>Eligibility for Reimbursement of Expenses</u>. A new Section is hereby added to the Agreement to read as follows:

Conference Attendance; Eligibility for Reimbursement of Expenses.

At the option of Contractor, one employee from the Contractor Office may attend the 2024 All Rise Conference in Anaheim, California ("Conference"). The chosen employee of Contractor must be an individual that regularly provides peer counseling services for the Bonney Lake Municipal Court. If Contractor does send an employee to attend the conference, then Contract will be eligible for City reimbursement of conference attendance expenses by the City as set forth below. Such reimbursement shall be limited to a single individual as described above, and no other person. All reimbursement requests require original receipts. An expense reimbursement must be completed and provided to the City within ninety (90) days of completion of travel for the Conference in order to obtain expense reimbursement. Other than reimbursement of expenses as set forth in this section, attendance at the Conference does make the Contractor eligible for any additional compensation, nor require the City to pay additional compensation to the Contractor for the attendance of its employee.

- A. <u>Registration Expense for Conference</u>. Registrations should be made in a timely manner to take advantage of early registration discounts. A copy of the payment receipt and the agenda or program must be attached to the Expense Reimbursement Form.
- B. <u>Airline travel by coach class</u>. Seat upgrades or changes to original purchase are not eligible. Payment for air travel shall be at actual cost from SeaTac Airport to destination and return. To take advantage of available discounts and avoid paying premium fares, travel arrangements should be booked sufficiently in advance. For airfare, required documentation includes an itinerary showing flight times, destination, and cost.
- C. Ground Transportation and Car Rentals. Use of bus, taxi, subway, ferry, hotel shuttle service or other similar ground transportation between the airport and hotel are encouraged. Rental cars should only be used if the cost would be cheaper than the use of other transportation required to get to/from airport to hotel/conference. Mileage may be reimbursed for ground transportation expenses to and from SeaTac Airport. If a personal vehicle is used, reimbursement shall be at the established Federal reimbursement rate. Original receipts are required for all transportation expenses. This does not include mileage reimbursement. Car rentals, only if necessary, should be for compact cars or smaller. Contractor is responsible for returning rental car with a full gas tank to avoid the costly refueling charges imposed by the rental companies. If a rental car has been reserved and is not needed, it is the Contractor's responsibility to immediately cancel the car rental reservation. Contractor must submit the original, detailed rental receipt with the expense claim.
- D. Lodging Costs. The maximum lodging rates are set by size of metro area, with different rates as listed below. Reimbursement is limited to a standard room. Contractor should try and secure the least expensive lodging. Allowable lodging expenses are intended to include the basic commercial lodging rate or the "government rate", if available, any applicable sales taxes and/or hotel/motel taxes, and any tip or gratuity. It is the responsibility of the Contractor to request of the lodging vendor a "government rate," if available, unless a lower rate for the same accommodations is available. If the Contractor chooses to stay at a non-conference hotel and the rate exceeds the approved city rate, the Contractor is responsible for the cost difference. Exception: When staying at the official conference hotel, the negotiated conference hotel rate is acceptable for a standard room. Also, in lieu of the below listed rates, actual and reasonable rates shall apply where the lodging is tied to a specific hotel, motel or other housing accommodation in connection with the seminar, convention or meeting being attended. If there is no conference hotel or conference rate, the maximum rate approved shall be in accordance with GSA (Office of General Services Administration) approved rates www.gsa.gov.

E. Meal Reimbursement.

1. *Limited to Period of Travel*. For meals that are during the period of travel, there shall be a maximum rate of reimbursement for meals. The "period of travel" shall be defined as follows:

Travel Status	Time Period	Reimbursable
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		Dinner

	Between 6:30 AM and 12:00 PM	Lunch, Dinner
	Between 12:00 PM and 6:00 PM	Dinner
If Travel Status ends	Before 12:00 PM	Breakfast
(by returning to work or home):	Between 12:00 PM and 6:00 PM	Breakfast, Lunch
	After 6:00 PM	Breakfast, Lunch,
		Dinner

- 2. *Maximum rate of reimbursement*. The maximum rate for covered meals, including gratuity, are as follows: Breakfast: \$17.00; Lunch: \$18.00; and Dinner: \$34.00.
- 3. *Non-Reimbursable Meals*. The following meals will not be reimbursed if they are provided through another means, including but not limited to meals included in a lodging package or as part of a conference:
 - a) Included Meals. Meals included in the price of lodging, such as full breakfasts including buffets. Airline meals or "continental breakfasts" will not be considered a full meal, meaning the Contractor will be reimbursed for that meal.
 - b) *Meals included in a registration fee.* For reimbursement of meals related to travel for conference or training attendance, a copy of the agenda or program must be attached to the Expense Reimbursement Form before meals will be reimbursed. Meals do not include finger foods, snacks or hors d'oeuvres.
 - c) Reception Meals. For agendas that indicate a lunch or dinner reception, it is the Contractor's responsibility to confirm with the event the type of food available and provide accounts payable with documentation of findings such as email correspondence from the event personnel or statement.
 - d) *Meals included at functions*. Any meal provided, regardless of whether or not consumed, at the function the Contractor attended.
 - e) *Alcohol*. Reimbursement for alcoholic beverage expenses is prohibited. This includes beverages containing any alcohol (e.g. coffee cocktails).
 - f) *Gratuity*. Contractor is authorized to grant a gratuity of up to 20% for the meal (including tax) or for a taxi ride or other service for which a gratuity is customary, unless otherwise included in the cost of service (i.e., automatic service charge). However, the gratuity is also subject to the total limits in 1.5.5.2 above.
 - g) *Ineligible Expenses*. The following expenses are not authorized City expenses and shall not be reimbursed. Travel expenses paid for by any other organization, alcoholic beverages, meals or lodging accommodations for family or guests, tour bus fees for sightseeing tours, mileage if traveling as a guest in a privately owned car, trip insurance, personal expenses for entertainment or other purposes, air phone charges, child care, dry cleaning/laundry, fines or forfeitures, theater/sports tickets, in-flight/in-room movies, personal telephone calls, shoe shines, supplemental car rental insurance, theft or loss of personal property, toiletries, lost luggage,

massage/spa charges, traffic, speeding, or parking tickets, valet parking and room service above the allowable per diem amount.

- 2. Reaffirmation; Intention to be Bound. Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and accurate as of the Effective Date. The Parties executing this First Amendment on behalf of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.
- **3. Recitals; Capitalized Terms.** The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement or as set forth in the Amendment.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

CITY: CONTRACTOR: CITY OF BONNEY LAKE, RAINIER RECOVERY CENTER, LLC a Washington municipal corporation a Washington limited liability company Michael McCullough Jeremiale Durlap Mayor Michael McCullough Jeremiah Dunlap, SUDP CEO & Clinical Director Date: 2/7/2024 | 5:20 PM PST Date: 2/6/2024 | 11:00 AM PST **ATTEST:** DocuSigned by: Sadie a. Schaneman

Sadie A. Schaneman, City Clerk