

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: February 27, 2023

Subject: Supplemental Agreement with Cascade Community Connections

Statement of Issue

Cascade Community Connections was selected through a Request for Proposals process in 2022 to continue the Public Works Solid Waste Division employment program for individuals with intellectual and developmental disabilities. The term of the Agreement was one year with two additional one-year term extension options.

Analysis/Strategic Goals/Pro's & Con's:

Public Works has found the service provided by Cascade Community Connections to be responsive to the operational needs of the transfer station and to the needs of the individuals employed through the program. As intended, some individuals employed through the program will soon be employed elsewhere in the community workforce.

Fiscal Impact/Cost Benefit Analysis:

Program costs are budgeted for in the 2022-2023 Solid Waste Fund budget and provision for the program will be made in the next biennial budget.

Recommendation:

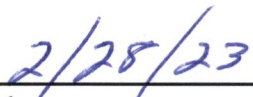
Staff recommends that the Board of County Commissioners approve the Supplemental Agreement to extend the original term by two years.

Department Contact: Al Cairns, x213

Reviewed By:



Mark McCauley, County Administrator



Date

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: March 6, 2023

Subject: Supplemental Agreement with Cascade Community Connections

Statement of Issue

Cascade Community Connections was selected by a Request for Proposals process in 2022 to continue the Public Works Solid Waste Division employment program for individuals with intellectual and developmental disabilities. The term of the Agreement was one year with two additional one-year term extension options.

Analysis/Strategic Goals/Pro's & Con's:

Public Works has found the service provided by Cascade Community Connections responsive to the operational needs of the transfer station and to the needs of the individuals employed through the program. As intended, some individuals employed through the program may soon be placed elsewhere in the community workforce.

Fiscal Impact/Cost Benefit Analysis:

Program costs are budgeted for in the 2022-2023 Solid Waste Fund budget and provision for the program will be made in the next biennial budget.

Recommendation:

Staff recommends that the Board of County Commissioners approve the agreement.

Department Contact: Al Cairns X213

Reviewed By:

Mark McCauley, County Administrator

Date

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Supplemental Agreement Number: 1	Organization, Address, and Phone: Cascade Community Connections	
Agreement Number: PW-2021-011		
Project Number N/A	Execution Date: 2/14/2022	Completion Date: 3/31/2025
Project Title I/DD Employment Program	New Maximum Amount Payable: \$178,788.00	
Description of Work: Supported employment for individuals with intellectual and developmental disabilities.		

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County Public Works hereby amends the agreement with Cascade Community Connections ("the Agreement"), executed on February 14, 2022.

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

Scope of Services is hereby changed to read: No Change

II.

Time for Performance is hereby changed to read: Term extended to 3/31/2025 per Exhibit A of Original Contract

III.

Payment is hereby changed to read:

- Contract Year 2: \$59,592.00
- Contract Year 3: \$61,356.00

Per Exhibit A of Original Contract

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

In witness whereof, the parties hereto have executed this Supplemental Agreement Number 1 as shown below.

CASCADE COMMUNITY CONNECTIONS
(Consultant Firm Name)

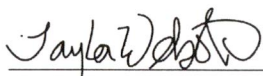
COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Taylor Webster, Owner/Exec. Director

Consultant's Name *(Please print)*

Kate Dean, District 1

Date



Consultant's Signature

Heidi Eisenhour, District 2

Date


Date

Greg Brotherton, District 3

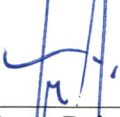
Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date

Chief Civil Deputy Prosecuting Attorney



For:

Monte Reinders, P.E.

Public Works Director/County Engineer


Date

CONSULTANT AGREEMENT FOR

Supported Employment for Individuals with Intellectual and Developmental Disabilities

THIS AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Cascade Community Connections ("the Consultant"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Consultant is retained by the County to _____
provide supported employment for individuals with intellectual and developmental
disabilities
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this Agreement on the dates listed on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$57,840.00 without express written modification of this Agreement signed by the County.
 - b. The Consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this Agreement and its acceptance by the County.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Indemnification. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Consultant's performance of his Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General Liability Insurance in an amount not less than a single limit of \$500,000 per occurrence and an aggregate of not less than two (2) times the occurrence

amount (\$1,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The commercial general liability insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer, and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County.

Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Consultant’s insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect all the parties and shall be primary coverage for all losses covered by the above described insurance.

Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

All deductibles in the Consultant's insurance policies shall be assumed by and be at the sole risk of the Consultant.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any insurance policy the Consultant shall provide to comply with this Agreement.

The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.

The Consultant shall provide a copy of all insurance policies specified in this Agreement.

Written notice of cancellation or change in the Consultant's insurance required by this Agreement shall reference the project name and agreement number and shall be mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.

The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Consultant shall include all subconsultants as insured under its insurance policies or shall furnish separate certificates and endorsements for each subconsultants. All insurance coverage for subconsultants shall be subject to all the requirements stated in this Agreement.

The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested.

The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

9. Worker's Compensation (Industrial Insurance).

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any subconsultant that does not have their own worker's compensation and employer's liability insurance.

The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

10. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subconsultants, employees, agents, and representatives, in

providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

11. Subcontracting Requirements. The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subconsultant to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subconsultant.

Every subconsultant must agree in writing to follow every term of this Agreement. The Consultant must provide every subconsultant's written agreement to follow every term of this Agreement before the subconsultant can perform any services under this Agreement. The County Engineer or their designee must approve any proposed subconsultants in writing.

Any dispute arising between the Consultant and any subconsultants or between subconsultants must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
13. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not

include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
16. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.
17. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Public Works
623 Sheridan Street
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

Taylor Webster
2023 E Sims Way #115
Port Townsend, WA 98368
18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.

20. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the Director of Public Works or County Engineer, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.

30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

DATED this 14th day of February, 2022.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Cascade Community Connections

Name of Consultant

Taylor Webster

Consultant Representative (Please print)

Taylor Webster
(Signature)

Owner/Director

Title

2/3/2022

Date

KD

Kate Dean, District 1

Heidi Eisenhour

Heidi Eisenhour, District 2

Greg Brotherton

Greg Brotherton, District 3

Approved as to form only:

PC Hunsucker

January 31, 2022

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney

Monte Reinders

2/7/22

Monte Reinders, P.E.

Date

Public Works Director/County Engineer

EXHIBIT “A”

SCOPE OF WORK

Scope of Services

Contractor shall provide all equipment, supplies and labor necessary for the provision of the following tasks:

Task 1: Transition of Individuals with I/DD

- Develop and implement a plan with County and current service provider to transition current employees with I/DD into new work setting

Task 2: Litter pick-up, to include:

- Sweep and rake outside areas, lots, and sidewalks
- Perform outdoor litter control and cleaning tasks
- Ensure displays are litter free and clean
- Sort collected debris to identify recyclables
- Deposit recyclables and trash into appropriate bins
- Empty trash bins and reline with trash bags
- Ensure trash bins are maintained and clean
- Other occasional litter-related tasks as mutually agreed to

Task 3: Building and equipment cleaning/maintenance, to include:

- Clean interiors of buildings (e.g. restrooms)
- Clean exterior of buildings (e.g. window washing, pressure washing)
- Clean machinery and equipment as needed
- Maintain inventory of maintenance and cleaning supplies
- Other occasional cleaning and maintenance-related tasks as mutually agreed to

Area of Work

Work activities to happen in the area shown in Attachment “A”.

Time for Performance

Contractor shall commence work on April 1, 2022. Work shall be completed on March 31, 2023.

The County reserves the right to renew this Contract for two (2) additional one (1) year terms under the identical terms and conditions of the initial Contract between the parties and must give notice of its intent to renew the Contract not less than 180 days before the completion date listed above.

Attachment "A": Area of Work Activities

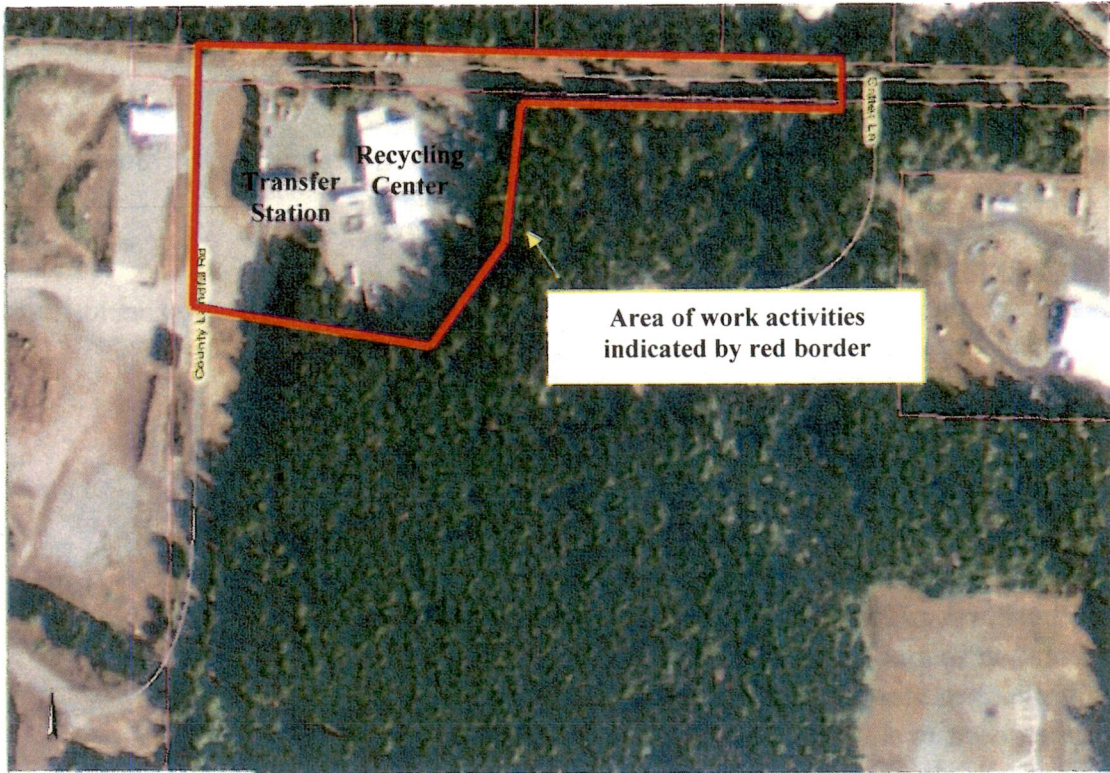


EXHIBIT "B"

SERVICE FEE SCHEDULE

Contract Period	Monthly Payment
First Year Term	\$4,820.00
Optional Second Year Term	\$4,966.00
Optional Third Year Term	\$5,113.00