



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Public Health Director
Anna McEnery, DD & BH Coordinator

DATE: September 11, 2023

SUBJECT: Agenda Item – Interagency Agreement #K7959 between the Washington State Employment Security Department and Jefferson County Public Health for the Jefferson County Accessible Community Advisory Committee (ACAC); to increase awareness and accessibility for County residents with disabilities; The Agreement is for One Year from Execution; \$5,678.52

STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of Interagency Agreement #K7959, by accepting grant funds from the Washington State Employment Security Department. The Agreement is for one year upon signature; \$5,678.52.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

Jefferson County Public Health, Developmental Disabilities Division, contracts with the Washington State Employment Security Department to increase awareness, accessibility and to remove barriers for County residents with disabilities. The Jefferson County Accessible Community Advisory Committee (ACAC) is developing and implementing the following grant project: To create additional ADA accessibility at the Trinity United Methodist Church; for their congregation and community members, of all ages, with physical challenges; so, they can access both levels of the church building; in Jefferson County, Washington. Trinity United Methodist Church allows fifteen community groups access to their church and meeting spaces at no cost.

FISCAL IMPACT/COST BENEFIT ANALYSIS :

This is a grant-funded project, which is budget neutral and has no impact on the general fund.

RECOMMENDATION:

JCPH management request approval of Interagency Agreement #K7959, with the Washington State Employment Security Department; to implement an ACAC grant project that will increase awareness, accessibility and to remove barriers for County residents with disabilities; the Agreement is for one year from execution; \$5,678.52.

REVIEWED BY:

 9/1/23

Mark McCauley, County Administrator Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: WASHINGTON STATE - EMPLOYMENT SECURITY DEPARTMENT-ACAC Contract No: DD-23-059

Contract For: Trinity United Methodist Church-ACAC Term: One year from execution

COUNTY DEPARTMENT: Public Health

Contact Person: Anna Mc Enery

Contact Phone: x410

Contact email: amcenery@co.jefferson.wa.us

AMOUNT: \$5,678.52

Revenue: \$5,678.52

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund # 127

Munis Org/Obj HDD-933- 12756800

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐

N/A: ☒

Signature

August 11, 2023

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐

N/A: ☒

Signature

August 11, 2023

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 8/15/2023.
AGreement with the state - cannot change.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 8/16/2023.
State language - cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**CONTRACT K7793****Between****WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT****And****JEFFERSON COUNTY, WASHINGTON**

CONTRACT INFORMATION			
Contract start date Date of Mutual Execution	Contract end date 06/30/2024	Contract amount \$5,678.52.	Authorization Chapter 39.34 RCW.
Purpose To provide financial assistance to county services in the development of projects that are in accordance with the Governor's Committee on Disability Issues and Employment (GCDE).			
PARTIES:			
Jefferson County, WA (County)			
Address 615 Sheridan, Port Townsend, WA 98368		Business registration or UBI 161-001-169	Statewide Vendor Number SWV0002430
Contract Manager Anna McEnery	Telephone: 360-385-9410	Email amcenery@co.jefferson.wa.us	
Employment Security Department (ESD)			
Contract manager Elaine Stefanowicz		Contact address 212 Maple Park Ave. SE, Olympia, WA 98501	
CM Phone 360-890-3774	CM email elaine.stefanowicz@esd.wa.gov	Division Human Resources	
ATTACHMENTS: This Contract includes the following attachment(s) and document(s) incorporated herein			
Exhibit A – Statement of Work. Exhibit B - Budget			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding, all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract.			
County JEFFERSON Date		Employment Security Department Date	
Name Greg Brotherton, Chair Board of County Commissioners		Name Elizabeth Gordon	
		GCDE Executive Director	

Elaine Stefanowicz

Approved as to form only:

August 16, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney
Jefferson County, Washington

This Contract is between the Washington State Employment Security Department, hereinafter called "ESD", and Jefferson County, hereinafter called "County." ESD and County may also be individually referred to as Party, or jointly referred to as Parties.

The Parties hereby mutually agree as follows:

1. PURPOSE

With the passing of the Accessible Communities Act, the Legislature found that Washington State residents with disabilities continue to face barriers that could be easily eliminated. Through this legislation, counties have the opportunity to form county Accessible Community Advisory Committees and develop projects in their communities that will increase the disability awareness and accessibility of their county. Once these projects are developed and approved by the Governor's Committee on Disability Issues and Employment (GCDE), counties can receive funds to carry out these projects. Counties are eligible to apply for funding for other approved projects when a prior project is complete.

The project will improve disability access by repairing and providing updated automatic doors, restroom facilities, and other amenities to the Trinity United Methodist Church in Port Townsend. The purpose of this agreement is to set out the terms and conditions for ESD to provide financial support to the county to aid in the completion of the project.

2. AUTHORIZATION

This Contract is authorized in accordance with Chapter 39.34 RCW – Interlocal Cooperation Act, and further in accordance with the Governor's Committee on Disability Issues and Employment (GCDE).

TERMS AND CONDITIONS:

3. CONTRACT TERM

The term of this Agreement starts on the date of execution and ends June 30, 2024. Parties may agree to modify the term upon issuance of a mutually executed amendment.

4. STATEMENT OF WORK

County shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in the *Statement of Work*, attached and incorporated as Exhibit A.

5. COMPENSATION

The County estimated the cost of accomplishing the work herein to be \$8,678.52. ESD will reimburse County for its expenditures and costs in the amount of \$5,678.52.

The allocation of the cost breakdown is on Exhibit B.

Payment by ESD for reimbursement on the satisfactory performance of the work may not exceed the above-noted amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work which causes the maximum

payment to be exceeded.

6. BILLING PROCEDURE

The County must submit invoices monthly or upon completion of the project for services performed under this Contract on an Invoice Voucher (Form A-19), or similar invoice. Invoices must include such information as necessary for ESD to determine the exact nature of all expenditures, and goods or services provided to and received. Each invoice must clearly indicate the Contract number herein. The invoice document must be submitted to:

Employment Security Department
Attention: Vendor Payments
PO Box 9046
Olympia, WA 98507

Or one electronic copy of invoice document to:
VendorPayments@esd.wa.gov, with a copy sent to ESD's Contract Manager.

ESD will pay the County for completed and approved work within thirty (30) days of receipt of invoice.

County's payment is conditioned upon satisfactory performance and acceptance by ESD. ESD reserves the right to withhold payment of any deliverable contingent upon acceptance of the deliverable by ESD.

No payment in advance or in anticipation of services or supplies to be provided by this Agreement shall be made by ESD.

7. REPORTING

The County shall provide the ESD Contract Manager monthly status report(s) on the updated performance. Reports are to be submitted via email to the ESD contract manager.

8. AMENDMENTS

This Agreement may be amended. Amendments are not binding unless they are in writing and executed by personnel authorized to bind each respective party.

9. COMPLIANCE WITH APPLICABLE LAW

County acknowledges that in contracting with a state agency, it must comply with all applicable federal, state, and local laws and regulations, including but not limited to, civil rights, employment, nondiscrimination, taxes, and disability requirements.

Noncompliance may be deemed as material grounds for default and termination without showing a direct effect on the work being performed under this Agreement.

10. CONTRACT MANAGEMENT

Each respective Contract manager listed on page one is the designated person for the general management of this Contract, to include receiving all communications and notices related to the contract. All correspondence and all legal notices from either party will be deemed as being properly sent to the other party if made by emailing said written communication to the other party's identified contract manager.

Each party is required to notify the other manager in writing within three business days of any changes to that party's contract manager's information. Contract

Managers may be changed through administrative notice to the other party, and do not require a full amendment.

11. DISPUTES

Parties will request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

12. DUPLICATION OF BILLED COSTS

County shall not bill ESD for costs if County is being paid by another funding source for these same costs.

13. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement; and that electronic signature, or e-signature, of this Agreement shall be the same as execution of an original ink signature; and that E-mail, electronic, or facsimile delivery of a signed copy of this Agreement shall be the same as delivery of an original.

14. GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington with venue hereunder in the Superior Court for Thurston County.

In the event of an inconsistency in this Contract, unless otherwise provided, the inconsistency is resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations.
2. *All terms and conditions* herein.
3. Any attachments in their descending alphabetical order.
4. Any other material incorporated herein by written reference.

15. INDEMNIFICATION

Each party to this agreement is responsible for its own acts and/or omissions and those of its officers, employees and agents.

To the extent permitted by law, ESD hold harmless the County from costs, damages, or expenses arising from this agreement and based upon the negligence or non-compliance. Likewise, the County shall hold harmless the Department from all costs, damages, or expenses arising from this agreement and based upon the negligence or non-compliance of the County.

16. INDEPENDENT CAPACITY

Each Party retains its independent capacity as a self governing public agency under this agreement. No additional partnering entity is established herein.

17. INSURANCE REQUIREMENTS

Parties warrant they will maintain insurance, such as, but not limited to, self-insurance, throughout the duration of this contract that protects against such losses, risks, and any damage claims that might result from performing under this contract. Said insurance must be for such amounts as are prudent and customary for a government entity.

18. RECORDS, DOCUMENTS AND REVIEW

Maintenance of Records: Unless otherwise specified in the Contract, all books, records, documents, and other materials relevant to this Agreement will be retained for six (6) years after expiration of this Contract. Each party will utilize reasonable security procedures and protections to assure records and documents provided by the other party are not erroneously disclosed to third parties.

Review of Records: County shall grant ESD, and its designees full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. Access must be available at all reasonable times not limited to the required retention period but as long as records are retained, and at no additional cost to ESD.

19. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement provided that the remaining provisions can be given effect without the illegal or invalid provision.

20. TERMINATION AND SUSPENSION

Non-compliance

Termination or Suspension for Cause: In the event ESD determines the County has failed to comply with the conditions of this Contract in a timely manner, ESD has the right to suspend or terminate this Contract. ESD may terminate immediately or, at its sole discretion, ESD may notify the County in writing of the need to take corrective action, prior to termination, and allow the County time to cure its breach. Additionally, if ESD deems it necessary, it may immediately suspend this contract while it investigates the nature of a breach, and/or while it allows the County to complete its cure process.

If ESD elects to utilize an immediate termination, it must be able to demonstrate how continuation of the contract may cause immediate harm to ESD, the State of Washington, or its residents.

Administrative Terminations: Each of the below are available only to ESD.

Termination for Funding Reasons: ESD may terminate or suspend this Agreement in the event that funding from federal, state or other sources becomes no longer available to ESD or is no longer allocated for the purpose of meeting ESD's obligation hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Intermediary.

Termination for Convenience: ESD, upon providing at least twenty days' written notice, may terminate or suspend this Agreement, in whole or in part for convenience. Intermediary shall continue to provide services under this Contract until the actual termination or suspension date stated by ESD. If this Contract is terminated, ESD shall be liable only for final payment for services rendered or expenses incurred prior to the effective date of termination.

Termination for Withdrawal of Authority: In the event that ESD's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract, ESD may terminate this Contract by seven (7) calendar days, or other appropriate time period, by written notice to Intermediary. IF the authority is withdrawn before ESD can provide a full seven-day notice, ESD will only be required to give the amount of notice available. No penalty shall accrue to ESD in the event this Section is exercised.

21. 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 does not constitute 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.

EXHIBIT A STATEMENT OF WORK

JEFFERSON COUNTY

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE (ACAC)

CHURCH CONTRACT

Project

To improve disability access for Trinity United Methodist Church in Port Townsend, WA.

Overview

Install an electric door opener, change out hardware on some of the older, original church doors to lever-style, and replace older infant-changing tables with new, accessible installations in 2 of the restrooms.

Timeline

It will take approximately one year to complete the project.

Resources required

Purchasing and installing an accessible, electrified system for our main entry. Purchasing 7 lever-style door handles. Purchasing and installing 2 wall-mounted infant changing tables.

Exhibit B – Budget

JEFFERSON COUNTY

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE (ACAC)

CHURCH CONTRACT

Costs:

Supplies and Materials: \$5,678.52.

In-Kind Donations:

Congregational members have pledged \$3,000 toward this project to date

Hover over each item for instructions:

ESD Contract No. K7959
 Other Party Contract No. DD-23-059
 Grant No. _____
 Request No. _____

EMS690 - ESD EXPENDS FUNDS/NON-FINANCIAL CLEARANCE SHEET

1. ESD Contract Name: Jefferson County ACAC Church Proposal		
2. Other Party Information Legal Name: <u>Jefferson County</u> Full Address: <u>615 Sheridan, Port Townsend, WA 98368</u> Signer: <u>Greg Brotherton</u> Phone # <u>(360) 385-9101</u> E-mail Address: <u>GBrotherton@co.jefferson.wa.us</u> Contact Person: <u>Anna McEnery</u> Phone #: <u>(360) 385-9410</u> E-mail Address: <u>amcenery@co.jefferson.wa.us</u> Federal TAX ID # (FEIN) <u>91-6001322</u> UBI # <u>161-001-169</u> Vendor ID (AFRS SWV #): <u>SWV0002430</u> DUNS # <u>184826790</u>		5. Original Contract Start Date: _____ Amendment Start Date: _____ ☒ DOE End Date: <u>6/30/2024</u> 6. Amendment Change \$ _____ 7. Total Contract Amt. (Incl. Amend.) NTE \$ <u>5,678.52</u> ☐ Non-financial
3. Business Certification (check all that apply) ☐ Veterans ☐ Women's ☐ Minority ☐ Micro, Mini or Small Business [as defined in RCW 39.26.010(16), (17), or (22)]		
4. Contract Type (check all that apply) ☐ Competitive Solicitation (RF _____) ☐ Master Contract – 2 nd Tier Competition (MC2T) ☐ Master Contract (MC) ☐ Sole Source (SS) ☐ Direct Buy (DB) ☒ Interagency Agreement (IA) ☐ Grant (G) ☐ Sub Grant (SG) ☐ Professional or Personal Services (PS) ☐ Purchased Services (MP) ☐ Data Sharing (DS) ☐ Other (explain) _____		Financial Section: Please contact the Budget Analyst assigned to your division for assistance. If not available, send an email to esdgpbudget@esd.wa.gov 8. Type of Funds: ☒ State ☐ Federal ☐ Other If Federal Funds list CFDA#: _____ Is A-19 Required? ☐ YES ☐ NO 9. Account Coding (for payment): Master Index: <u>36401600</u> Org. Index: <u>5050</u> Project Code: <u>3641</u> AFRS Charge coding/Object-sub object: <u>NB-7310</u>
10. Data Sharing/Security Does this contract involve any data? ☐ YES ☐ NO If YES, What data? _____ List division(s) impacted: _____ Data sharing/security elements of contract have been reviewed & approved by: Name: _____ Signature: _____ Date: _____		11. Information Technology (IT) Does this contract involve information technology? ☐ YES ☒ NO IT elements of this contract have been reviewed & approved by: Name: _____ Signature: _____ Date: _____
12. ESD Contract Manager's Name: <u>Elaine Stefanowicz</u>		Phone #: <u>360-890-3774</u>
13. ESD Contact Person's Name: <u>Elaine Stefanowicz</u>		Phone #: <u>360-890-3774</u>
14. Brief description of contract/amendment: <u>To increase disability access for Trinity United Methodist Church in Port Townsend, WA.</u>		
15. ESD Contract Signature Authority: Name: <u>Elizabeth Gordon</u> Signature: _____ Date: _____		
Clearance Routing Procedure Reviewer's Section		
Contracts Office: <u>Angela Boyer-Shaw</u> Date: <u>06/05/2023</u>		Budget Office: <u>Sarah White</u> Approved by email Date: <u>07/01/2023</u>
ESD Policy: _____ Date: _____		Spec. Acctg: _____ Date: _____
COMMENTS:		