

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Sophie Nordstrom, Superior Court Administrator

DATE: May 13, 2024

RE: AGREEMENT re: Lactation Accommodation Space

STATEMENT OF ISSUE:

The Washington State Administrative Office of the Courts (AOC) approved funding for lactation accommodation space in the form of a privacy lactation pod for patrons of the courthouse. This agreement was emailed to the Court Administrators Office on April 30, 2024, resulting in utilizing "DocuSign" and approved by AOC. This signature method by-passed the usual contract submission process. The Court is requesting that the process go forward and ask that the Board of County Commissioners delegate authority for the Superior Court and ratify the signature.

ANALYSIS:

The purpose of the agreement is to provide reimbursement for the purchase of a privacy lactation pod and allow for patrons who utilize the courthouse to have access to a private, hygienic and family affirming location to provide nourishment to their offspring.

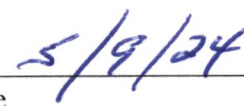
FISCAL IMPACT:

Following payment by Jefferson County, the Washington State Administrative Office of the Courts will reimburse the county for up to the total amount of the funding agreement of \$10,718.74.

RECOMMENDATION:

Approve the agreement and delegate authority to the Superior Court to sign the agreement, and ratify the signature.

REVIEWED BY:

Mark McCauley, County Administrator Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: AOC AND JEFFERSON COUNTY SUPERIOR COURT Contract No: IAA24678

Contract For: Lactation Accomodation Space

Term: _____

COUNTY DEPARTMENT: Jefferson County Superior Court

Contact Person: Sophie Nordstrom

Contact Phone: 3.60-385-9395

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

AMOUNT: 10,718.74

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # _____

Munis Org/Obj: _____

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: ☐

Sophie Nordstrom
Signature

5/7/2024
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: ☐

Sophie Nordstrom
Signature

5/7/2024
Date

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

Electronically approved by Risk Management on 5/8/2024.

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

Electronically approved as to form by PAO on 5/8/2024.
State language -- cannot change. No PAO signature required.

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

INTERAGENCY AGREEMENT – IAA24678
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
JEFFERSON COUNTY SUPERIOR COURT

This Agreement is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Jefferson County Superior Court (Court), which individually will be referred to as the "Party" and collectively as the "Parties".

I. DEFINITIONS

A "lactation accommodation space" shall be defined as a place where nursing individuals can express breastmilk in private.

II. PURPOSE

The purpose of this Agreement is to provide reimbursement for the purchase a privacy lactation pod or upgrade to existing lactation accommodation spaces for the Court patrons to use for chest feeding, breastfeeding, an/or pumping while conducting court business and in accordance to established best practices (refer to Exhibit A).

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins on July 1, 2023 regardless of the date of Agreement and ends on June 30, 2024.

IV. TOTAL AMOUNT OF AGREEMENT

The total amount of this Agreement is \$10,718.74 subject to the availability of funds.

V. USE OF FUNDS

A. General

1. Awarded amounts expire at the end of the fiscal year they were awarded in and do not carry over to the following year.
2. Funds will be used in accordance with section IV of this Agreement.
3. All goods, services and equipment must be performed, received, and delivered by June 30, 2024. Anything beyond this date will be considered ineligible.

B. Eligible Use of Funds

1. For purchase of Lactation pods:
Funds are eligible for the purchase of a lactation pod. This eligibility is inclusive of taxes, shipping and installation.
2. For upgrades to existing lactation accommodation spaces:
AOC will reimburse the Court at up not exceeding the total amount of this Agreement as established in section IV, when the funds to upgrade to existing

spaces of lactation accommodation are used for the following necessary or recommended categories:

a. Necessary:

- i. ADA accessibility
- ii. Private area free from intrusion that can be locked by occupant, including shades or curtains for windows
- iii. Adequate lighting
- iv. Electrical Outlet
- v. Chair with table or surface nearby for temporary holding equipment and supplies for lactation purposes
- vi. Disinfecting wipes
- vii. Vacant/In Use sign

b. Recommended:

- i. Sink and soap near the area and/or hand sanitizer
- ii. Paper towel dispenser
- iii. Refrigerator
- iv. Clock
- v. Wi-fi
- vi. Vinyl upholstery if the chair in the room is upholstered

If an item is not listed as part of this section, Court Point of Contact will send an email to Haily.Perkins@courts.wa.gov to get prior approval for purchase.

C. Ineligible Use of Funds

Purchase of Lactation Pods or upgrade to lactation accommodation spaces costs that meet the below criteria will not be reimbursed by AOC:

1. Lactation accommodation purchased outside of the eligible purchasing dates – July 1, 2023 to June 30, 2024.
2. Maintenance or opt-in services associated with the upgrades of the lactation rooms.
3. Items, not listed in subsection B of this section, and/or those items that have not received prior approval by AOC.

VI. AGREEMENT OF THE PARTIES

A. For Lactation Purchase of Pod **ONLY**, it is the mutual understanding of the Parties that:

1. The AOC's sole responsibility under this award is reimbursement for payment to the court for the purchase, shipping and installation of the lactation pod.
2. AOC's responsibility ends with the payment of the aforementioned.
3. The Court must maintain custody and care of the lactation pod once installed in its premises.
4. The lactation pod is to be used solely for the purpose it is being purchased (refer to section II).

VII. PAYMENT

- A. AOC will reimburse the Court up to a maximum/not to exceed of the amount established as the total amount in section IV of this Agreement, for costs incurred from July 1, 2023 to June 30, 2024 regarding the AOC approved upgrades of existing accommodation lactation spaces for the Courts.
- B. The Court shall work with AOC staff in determining whether an expense qualifies as a reimbursable expense under the Agreement, if item is not listed in section VI, subsection B of this Agreement.
- C. Only items and services purchased and received during the dates stated on the agreement are eligible for reimbursement. Awarded funding expires June 30 of the fiscal year in which it was awarded.
- D. The Court shall maintain sufficient backup documentation of expenses under this Agreement. When Court requires prior approval from AOC, the approval will be supporting documentation that accompanies the submission of form A-19.
- E. Before payment can be processed, properly completed invoices on state form A-19 must be submitted to AOC Financial Services at payables@courts.wa.gov. Payments made by AOC within 30 days of receipt properly- completed A-19 invoice shall be deemed timely. Submission of form A-19 for reimbursement of payment will not be accepted if sent to another email address.
- F. All invoices shall provide and itemize, at a minimum, the following:
 1. This agreement number
 2. Court name, address, phone number
 3. Court Federal Tax Identification Number
 4. Description of procured goods and services
 5. Date(s) of procured goods and services
 6. Total Invoice Price
- G. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding.
- H. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly.
- I. Questions about the A-19 process should be submitted to the A-19 contact provided in section XX of this agreement.
- J. Reimbursement payments under this agreement will only be made to the Court or funding authority that has incurred the cost of the items and services eligible for reimbursement. Reimbursements will not be made for partially eligible costs. Therefore, Courts shall ensure invoices submitted account for and demonstrate 100% of eligible costs to be reimburse at percentage rate.
- K. Reimbursements will not exceed the awarded amount unless excess funding exists and is approved by AOC in accordance with the revenue sharing section of this Agreement.
- L. Final reimbursement requests must be received by AOC no later than July 12, 2024.
- M. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the AOC.

- N. 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.

VIII. NOTIFICATION OF USE OF FUNDS

AOC will formally communicate through the Program Manager of this Agreement to the Court at two stages of the Agreement: mid-year of performance (December 2023) and end of performance (June 2024) regarding revenue sharing increases or decreases to the total amount of this Agreement.

Failure by Court to respond to attempts of contact by AOC within 30 days, may result in reallocation through Revenue Sharing procedures of the Court's funds to another Court in need of lactation accommodation upgrades.

The Court will submit a Revenue Sharing report, in accordance with schedule established in Section V of this Agreement.

IX. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2024 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.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a final revenue sharing A-19 to payables@courts.wa.gov between July 12, 2024 and August 1, 2024.

X. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization 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 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.

XI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement shall only be amended by the agreement of the parties. Amendments are not binding unless provided in writing, authorized and signed by the individuals with the contractual capacity on behalf of each of the parties.

XII. 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 purposes to be employees or agents of the other party.

XIII. 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.

XIV. RIGHTS 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.

XV. 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.

XVI. TERMINATION

The AOC may, in its sole discretion terminate the agreement if the Court fails to satisfactorily comply with any term or condition of this Agreement.

A. Termination for Convenience.

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

B. Termination for Cause.

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure of violation is not

corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

XVII. ASSIGNMENT

The provisions of this Agreement, and any claim arising hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party. Consent shall not be unreasonably withheld.

XVIII. 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 writing signed by an authorized representative of the party and attached to the original Agreement.

XIX. SEVERABILITY

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

XX. AGREEMENT MANAGEMENT AND ADDITIONAL CONTACTS

The individuals mentioned below are responsible for and are the contact people for all communications regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Hally Perkins PO Box 41170 Olympia, WA 98504-1170 Hally.Perkins@courts.wa.gov (360) 968-3660	Sophie C. Nordstrom Superior Court Administrator P.O. Box 1220 Port Townsend, WA 98368 snordstrom@co.jefferson.wa.us (360) 385-9395

Additional Contacts:

If Courts have any questions regarding submission of A-19 process in accordance with section VII. Payments, of this Agreement:

A-19 Submission Point of Contact
Steve Williams Financial Services Manager PO Box 41170 Olympia, WA 98504-1170 Steve.Williams@courts.wa.gov 360-705-5318

XXI. 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 the Agreement.

AGREED:

Washington State Administrative Office of the Courts		JEFFERSON COUNTY SUPERIOR COURT	
<u>Dawn Marie Rubio</u>	<u>4/29/2024</u>	<u>Sophie C. Nordstrom</u>	<u>4/29/2024</u>
Signature	Date	Signature	Date
<u>Dawn Marie Rubio</u>		<u>Sophie C. Nordstrom</u>	
Name		Name	
<u>State Court Administrator</u>		<u>Superior Court Administrator</u>	
Title		Title	