



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

TO: Board of County Commissioners
Mark McCauley, County Administrator

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

DATE:

SUBJECT: Agenda Item – Interagency Agreement #K8323 between the Washington State Employment Security Department and Jefferson County Public Health, for the Jefferson County Accessible Community Advisory Committee (ACAC); to increase awareness, accessibility and remove barriers for County residents with disabilities; The Agreement is for One Year from Execution; \$13,750.00.

STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of Interagency Agreement #K8323, by accepting grant funds from the Washington State Employment Security Department. The Agreement is for one year upon signature; \$13,750.00.

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 improve Accessibility Technology for Key City Public Theatre, so, it will be accessible to more than 3,630 Jefferson County residents who experience disabilities.

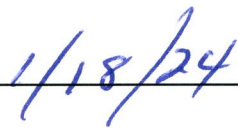
FISCAL IMPACT/COST BENEFIT ANALYSIS :

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 #K8323, with the Washington State Employment Security Department; to implement an ACAC grant project that will increase awareness, accessibility and remove barriers for County residents with disabilities. The Agreement is for one year upon signature; \$13,750.00.

REVIEWED BY:

 _____  _____
Mark McCauley, County Administrator Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: WASHINGTON STATE - EMPLOYMENT SECURITY DEPARTMENT-ACAC Contract No: DD-24-002

Contract For: Key City Public Theatre

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: \$13,750.00

Revenue: \$13,750.00

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

Jan 16, 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: ☐

Signature

Jan. 16, 2024

Date

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

Electronically approved by Risk Management on 1/17/2024.

State agreement. Cannot change.

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

Electronically approved as to form by PAO on 1/17/2024.

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

STEP 6: CONTRACTOR SIGNS

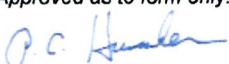
STEP 7: SUBMIT TO BOCC FOR APPROVAL

**Employment Security Department**

WASHINGTON STATE

P.O. BOX 9046, OLYMPIA, WASHINGTON 98507-9046

CONTRACT K8323 / DD-24-002**Between****WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT****And****JEFFERSON COUNTY, WASHINGTON**

CONTRACT INFORMATION		Other Party Contract No: DD-24-002	
Contract start date Date of Mutual Execution	Contract end date One-Year	Contract amount \$13,750.00	Authorization Chapter 39.34 RCW
Purpose In collaboration with Jefferson County, the Accessible Communities Advisory Committee (ACAC) of Jefferson County will improve disability access at the Key City Public Theater.			
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 Drive, 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.			
Jefferson County Washington Date		Employment Security Department Date	
Name Kate Dean		Name Elizabeth Gordon	
Title Chair, Board of County Commissioners		Title GCDE Executive Director	
Approved as to form only:  Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney		Date January 17, 2024	

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.

In collaboration with Jefferson County, the Accessible Communities Advisory Committee (ACAC) of Jefferson County, will improve disability access to Key City Public Theater.

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 one-year from the date of execution, unless terminated sooner as provided herein. Parties may agree to extend 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

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. ESD will reimburse County for its expenditures and costs in the amount of **\$13,750.00**, as shown in Exhibit B.

Payment by ESD for reimbursement on the satisfactory performance of the work shall 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 will cause the maximum payment to be exceeded.

The County is entitled only to reimbursement for expenses incurred during the contract period for work accomplished as provided in this Agreement. The County will not be reimbursed for any travel expenses.

6. BILLING PROCEDURE

The County shall 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 shall include such information as is necessary for ESD to determine the exact nature of all expenditures, and goods or services provided to and received. ESD shall pay the County for completed and approved work within thirty (30) days of receipt of invoice.

Each invoice must clearly indicate the Contract number herein. The invoice document shall 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.

It is understood and agreed by and between ESD and the County that the 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 modified by mutual written and executed amendments of the Parties. Such amendments are not binding unless they are in writing and executed by personnel authorized to bind each respective party.

9. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.

10. 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. These minimally include the following:

- i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

- iv. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- v. The Americans with Disabilities Act of 1990

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

11. 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.

12. DISPUTES

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

13. DUPLICATION OF BILLED COSTS

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

14. 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.

15. GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue hereunder will be 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.

16. 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 shall indemnify and hold harmless the Intermediary from all claims, costs, damages, or expenses arising from this agreement and based upon the negligence or non-compliance of the Department and its officers, employees, and agents. Likewise, the Intermediary shall indemnify and

hold harmless the Department from all claims, costs, damages, or expenses arising from this agreement and based upon the negligence or non-compliance of the intermediary and its officers, employees, agents, and subcontractors.

17. INDEPENDENT CAPACITY

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

18. 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.

19. 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, CCW, 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.

20. 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.

21. 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.

22. WAIVER

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

Project

To improve Accessibility Technology for Key City Public Theatre in Port Townsend, WA.

Overview

Purchase Assistive Listening, Audio Description and ASL Interpretation technology and equipment in order to remove barriers to participation in performing arts experiences at Key City Public Theatre in Port Townsend, WA.

Timeline

It will take approximately 7 months to complete the project.

Resources required

- 1) Replace the older ALD system with one that provides Assistive Listening Devices to be available at all performances as well as Audio Description Technology
- 2) Add two dedicated theatrical lighting instruments to illuminate ASL Interpreters at select performances currently scheduled for all 4 mainstage shows in the 2023-24 season with accessible sliding scale pricing to further ensure access.

Cost

\$13,750

Cost is for the budget in Exhibit B.

Exhibit B
Budget

JEFFERSON COUNTY

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE (ACAC)

KEY CENTER PUBLIC THEATER CONTRACT

Costs:

Supplies and Materials: \$13,750

These expenses to complete the project include:

- Personnel expenses of \$2,859 including: 1 audio/video systems technician for design, acquisition, and installation, salary, and payroll taxes, 70hrs x \$29/hr. (\$2294); Staff training time for new equipment (basic operation, maintenance, and sanitation protocols), salary and payroll taxes, 2hrs x \$20/hr. x 5 (\$226); Project management by staff lead (planning and implementation, budget oversight, funding/grant management, ADA compliance), salary and payroll taxes, 10hrs x \$30/hr. (\$339).
- Equipment expenses of \$8,655 including: hi definition concert sound/public address system (speakers, amplifier, microphones, and wireless technology) needed to integrate and serve the proposed ADA technology, (\$8,105); 15% contingency to cover fluctuation in current pricing of equipment and supplies, (\$2063).
- Print materials of \$400 including: Displays and instructions (\$25); Marketing expenses including: print and social media advertising (\$375)
- Volunteer training for new equipment (basic operation, maintenance and sanitation protocols), volunteer time valued @\$20/hour, 10 X 1hr, (\$200); Jefferson County ACAC representative Anna McEnery, advisory conversation and emails, approx. 2 hours.