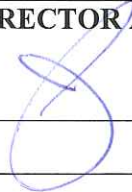


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 13, 2014

AGENDA ITEM: Snohomish County Human Services Grant Agreement	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL: 
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Contract	
BUDGET CODE:	AMOUNT: \$11,000.00

SUMMARY:

The Parks and Recreation Department has been awarded a renewal grant-in aid Agreement through the Snohomish County Division of Long Term Care and Aging Program to offset part-time personnel costs for the balance of 2014. The total grant is for \$11,000.00 which will cover the salaries and benefits for the Ken Baxter Community Center Program Clerk. This is now a full time position which assists the KBCC Manager position in a variety of functions and events throughout the year.

This is the ninth year the grant program provided by Snohomish County's Human Services Department will assist operations at the Senior Center and is designed as a reimbursable program. The Parks and Recreation Department will generate all reporting invoices as per program requirements.

RECOMMENDED ACTION:

Staff recommends the City Council authorize the Mayor to sign the Snohomish County Human Services Grant Agreement which will provide \$11,000 in reimbursed funds for the salaries and benefits of the Program Clerk position at the Ken Baxter Community Center through December 31, 2014.

SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
 3000 ROCKEFELLER AVENUE, M/S 305 - EVERETT, WA 98201
 (425) 388-7200



CONTRACT SPECIFICS:

Contract Number: <u>A-14-75-01-200</u>		Title of Project/Services: <u>Senior Center Projects</u>	
Maximum Contract Amount: \$11,000.00	Start Date: 1/1/2014	End Date: 12/31/2014	Status Determination: <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor

CONTRACTING ORGANIZATION:

Name: <u>City of Marysville / Ken Baxter Senior Community Center</u>	IRS Tax No. (Employer I.D.): <u>91-6001459</u>
Address: <u>6915 Armar Road</u>	City, State & Zip: <u>Marysville, WA 98270</u>
Contact Person: <u>Maryke Burgess</u>	Telephone: <u>360-363-8450</u>

FUNDING:

Funding Authority: <u>County General Revenue, 1/10th of 1% Sales Tax</u>	Funding Specifics: <u>SCCO 13-084, RCW 82.14.460</u>
CFDA No & Title: <u>N/A</u>	Federal Agency: <u>N/A</u>

Program Division: <u>Aging and Disability Services</u>	County Contact Person: <u>John Peterson</u>	Contact Phone Number: <u>425 388-7307</u>
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Additional terms of this contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions Agreement HSD- 2013-103-200 maintained on file at the Human Services Department:					
<u>Specific Terms and Conditions</u>	<u>Attached as</u>	<u>Exhibit A</u>	<u>Labor Harmony Agreement</u>	<u>Attached as</u>	<u>Exhibit E</u>
<u>Statement of Work</u>	<u>Attached as</u>	<u>Exhibit B</u>	<u>No Service Disruption Guarantee</u>	<u>Attached as</u>	<u>Attachment A, Exhibit E</u>
<u>Approved Contract Budget</u>	<u>Attached as</u>	<u>Exhibit C</u>			

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) other attachments incorporated by reference, and (e) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS CONTRACTOR), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE CONTRACTOR IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

 (Signature) (Date)

 (Title)

 Kenneth Stark, Director (Date)
 Department of Human Services

EXHIBIT A
SPECIFIC TERMS AND CONDITIONS
SENIOR CENTER PROJECTS

I. DOCUMENTS INCORPORATED BY REFERENCE

In performing the services under this Contract, the Contractor shall comply with the following documents incorporated by reference and maintained on file at the Division of Long Term Care and Aging (LTCA):

- A. LTCA Program Instructions;
- B. Multipurpose Senior Center Guidelines (hereinafter Guidelines), as now or hereafter amended, published by the Washington State Aging and Long-Term Support Administration; and
- C. *Senior Center Standards and Self-Assessment Workbook: Guidelines for Practice*, 1990 Edition, The National Council on the Aging, Inc.

II. REPORTING REQUIREMENTS

The Contractor shall submit required reports on a format supplied or approved by LTCA. Overdue reports shall delay payment to the Contractor until the next billing month.

<u>Report Titles</u>	<u>Due</u>
Monthly Senior Center Participant and Volunteer Hours Tracking Report	Due 15th of the month following the period.
Quarterly Program Evaluation Project Report	Due 15th of the month following the quarter.

- A. To be counted as a participant, a person must be a Snohomish County resident age 55 or older, who has signed in and participated in a face-to-face activity and for whom the Contractor has a name, date of birth, and address.
- B. Monthly Participant and Volunteer Hours Tracking Report shall include:
 - 1. Unduplicated count of participants by a current month and year-to-date;
 - 2. The number of participants residing outside of the city in which the Contractor is located, by month and year-to-date; and

3. The number of volunteer hours, by month and year-to-date.

C. Quarterly Program Evaluation Project Report

1. Exhibit B, Scope of Work, Section II, Minimum Service Requirements, describes program evaluation projects.

2. Quarterly reports shall be submitted on a form submitted by LTCA.

III. HOURS OF SERVICE

The Contractor will be open and provide services during its normal business hours of 9:00 AM to 4:00 PM Monday through Thursday and 9:00 AM to noon on Friday.

IV. REIMBURSEMENT

A. The request for reimbursement must be submitted on forms approved by LTCA. The monthly billing shall be based on allowable expenses and be accompanied by monthly expenditure reports showing line-item expenditures corresponding to the Approved Budget or amended Approved Budget Exhibit

B. The Contractor must submit final request for reimbursement for 2014 expenses no later than January 9, 2015. Billings received after January 9, 2015 for expenses incurred in 2014 may not be processed.

V. TRAINING REQUIREMENTS

The Contractor shall establish a training plan for all employees performing services under this Contract. The plan shall provide for orientation of new employees and ongoing in-service training for continuing employees. The training must be provided by qualified persons and will include either formal training sessions or on-the-job training. The dates and topics of training received shall be documented in a central file or in the personnel files of all employees who have received the training.

VI. EMERGENCY PROCEDURES

The Contractor must establish a written plan that describes procedures to be followed in the event a client becomes ill or is injured while at the Contractor's Center or if staff is in the client's home. The plan must be thoroughly explained to staff and volunteers.

VII. CLIENT GRIEVANCE PROCEDURE

Written information regarding the Client Grievance Procedure shall be posted in a place readily visible to clients.

VIII. STAFF REQUIREMENTS

The Contractor shall retain sufficient qualified staff (paid or volunteer) to perform the following services:

- A. Administration and staff supervision;
- B. Accounting;
- C. Clerical services; and
- D. Custodial services.

IX. NON DISCRIMINATION

In addition to the provisions contained in the Basic Terms and Conditions Agreement (referenced on the Contract face page) between the Contractor and Snohomish County, the following term applies:

The Contractor and any subcontracting party shall comply with the Washington State Regulations for Barrier-Free Facilities, WAC 51-50-005, as amended. The Contractor and subcontractors shall provide barrier-free access to and egress procedures from facilities, meeting places, and structures that will enable the use of all program services for the disabled community.

X. PROCUREMENT STANDARDS

The Contractor shall procure all materials, property, supplies, or services in accordance with the requirements in the Basic Terms and Conditions Agreement and the Snohomish County Environmentally Preferable Purchasing and Product Utilization Policies.

EXHIBIT B

STATEMENT OF WORK

SENIOR CENTER PROJECTS

I. SERVICE DEFINITION

The Contractor shall operate, or provide for the operation of a Senior Center. A Senior Center is a community facility where Snohomish County residents age 55 and over meet, receive services and participate in activities that enhance their dignity and support their involvement in the life and affairs of the community.

II. MINIMUM SERVICE REQUIREMENTS

A. The Contractor shall:

1. Continue to provide a minimum of six (6) different services/programs. Service areas include, and are not limited to: social needs, intellectual needs, cultural needs, economic needs, physical needs, personal growth, leadership potential, self-image improvement, intergenerational, and cooperative with other agencies.
2. Collect accurate participant and volunteer data that supports successful completion of the Monthly Participant and Volunteer Hours Tracking report. To be counted as a participant, a person must be a Snohomish County resident age 55 or older, who has signed in and participated in a face-to-face activity and for whom the Contractor has a name, date of birth, and address.
3. Organize and conduct at least one program evaluation project per calendar quarter. The Contractor shall identify the program / service to be studied; inform, and, if needed, negotiate the service to be evaluated with LTCA at least one month prior to conducting the evaluation survey; and implement the program evaluation.

B. The Contractor shall promptly forward all required reporting forms, completed in prescribed detail and submitted on the dates set forth by the County. Overdue reports shall delay payment to the Contractor until the next billing month.

C. The Contractor shall work with the County to establish protocols for data entry, data transfer and data sharing.

D. The Contractor shall send a representative to the Council on Aging Senior Center Committee.

III. **MONITORING**

The Contractor will cooperate with LTCA as it conducts its assessment of senior center operations against the Senior Center Standards and County criteria for funding.

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT

EXHIBIT C
APPROVED CONTRACT BUDGET
COST REIMBURSEMENT

PROGRAM TITLE: Senior Center Projects

AGENCY: City of Marysville / Ken Baxter Senior Community Center

ADDRESS: 6915 Armar Road, Marysville, WA 98270

CONTRACT PERIOD: 1/1/2014 TO 12/31/2014

REVENUE SOURCES:
FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	AMOUNT
<u>County General Revenue, SCCO #13-084</u>	<u>\$ 7,500</u>
<u>1/10th of 1% Sales Tax</u>	<u>3,500</u>
TOTAL FUNDS AWARDED:	<u>\$11,000</u>

NON-FEDERAL MATCHING RESOURCES:

<u></u>	<u>\$0.00</u>
<u></u>	
TOTAL NON-FEDERAL RESOURCES:	<u>\$ 0.00</u>

MATCH REQUIREMENTS FOR CONTRACT: PERCENTAGE: N/A AMOUNT: \$ 0.00

OTHER PROGRAM RESOURCES (Identify):

SOURCE	PERIOD	AMOUNT
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
TOTAL OTHER RESOURCES:		<u>\$ 0.00</u>

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

EXPENDITURES

BARS #	CATEGORY	FUND SOURCE: County General Revenue	FUND SOURCE	MATCHING RESOURCES	TOTAL	OTHER RESOURCES
10	Salaries/Wages	\$ 6,400	\$ 3,500		\$ 9,900	
20	Benefits	1,100			1,100	
30	Supplies					
41	Prof. Services					
42	Postage					
42	Telephone					
43	Mileage/Fares					
43	Meals					
43	Lodging					
44	Advertising					
45	Leases/Rentals					
46	Insurance					
47	Utilities					
48	Repairs/Maint.					
49	Printing					
49	Dues/Subscript.					
49	Registr./Tuition					
64	Machinery/Equip					
	TOTAL:	\$ 7,500	\$3,500		\$ 11,000	

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

EXPENDITURE NARRATIVE

AMOUNT	TYPE OF EXPENDITURE: i.e., Salaries: 40% Program Person, etc. Benefits: FICA, Medical, etc. Communications: Postage, Telephone, etc.
\$ 9,900	Salary – Part-Time Assistant Senior Center Coordinator
1,100	Benefits – FICA & L & I
TOTAL \$11,000	

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

DETAIL SALARIES/WAGES

POSITION	FT/PT	% OF TIME TO FUND	FUND	TOTAL MONTHLY	MONTHLY CHG TO FUND	TOTAL CHG TO FUND
Program Clerk	FT	100%	County General Revenue	\$ 825	\$ 825	\$ 9,900

EXHIBIT E

LABOR HARMONY REQUIREMENT

Adopting Written Contracting Policies for Certain Human Services Contracts
in Accordance With SCC 2.400.067

On March 25, 2009, the Snohomish County Council passed Ordinance No. 09-011 relating to contracts for all home care services and for those services funded by revenues derived from the tax imposed by SCC 4.25.010. The ordinance requires the Snohomish County Executive to adopt such written contracting policies as he determines necessary "to prevent or mitigate service disruptions caused by labor unrest within private sector providers of home care services, chemical dependency or mental health treatment services, or therapeutic court services, that would harm vulnerable members of the community, compromise the efficient delivery of county services, or adversely impact law enforcement services provided by the county" (SCC 2.400.067(1)). For purposes of these policies, the services described in SCC 2.400.067(1) are hereinafter referred to as the "Services."

I. NO SERVICE DISRUPTION GUARANTEE

The Contractor agrees to maintain an appropriate level of service at all times in order to prevent or mitigate disruptions to the contracted-for services caused by labor unrest. The Contractor agrees to sign a guarantee that appropriate levels of service will be maintained by the Contractor at all times specified in the Contract (hereinafter, a "No Service Disruption Guarantee", which is attached as Attachment A to this Exhibit). Provided, however, that the provision of a signed, enforceable agreement (including but not limited to a collective bargaining agreement) between the contractor and the exclusive bargaining representative of the contractor's employees who are essential to the delivery of Services may substitute for the contractor's signing of a No Service Disruption Guarantee, so long as that signed agreement includes a No Service Disruption Guarantee and both the contractor and the exclusive bargaining representative agree to the substitution.

II. LABOR HARMONY PLAN

The Contractor will, unless exempted under Section VI below, submit a plan to address how the contractor will make every good faith effort to resolve labor disputes without disrupting contracted-for services.

- A. If the employees of the Contractor who are essential to the delivery of Services have an exclusive bargaining representative when the County contract or contract amendment is executed, that representative must jointly develop and approve the Labor Harmony Plan.

- B. If, during the course of the term of a contract for services, a labor organization informs the contractor and the County in writing that it is seeking to become the exclusive bargaining representative of the employees essential to the delivery of Services, the County will notify the contractor and the labor organization within seven (7) days that they must jointly submit to the County a Labor Harmony Plan to avoid service disruption (hereinafter, the "Notice"). If, after ninety (90) calendar days from the date of Notice, the contractor and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.
- C. If the same labor organization is subsequently certified as the exclusive bargaining representative for the contractor's employees who are essential to the delivery of Services during the course of the term of a contract for Services, an updated Labor Harmony Plan jointly agreed to by the contractor and that exclusive bargaining representative must be submitted to the County by the contractor within ninety (90) calendar days from the date of certification of the labor organization as the exclusive bargaining representative or from the date of its voluntary recognition. If, after ninety (90) calendar days from the date of certification or recognition, the contractor and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.

The Labor Harmony Plan must be signed by the contractor and the labor organization or collective bargaining representative, as the case may be, and may (but is not required to) be contained in a collective bargaining agreement signed by the employer and the representative if that agreement includes a No Service Disruption Guarantee and if it will be in effect during the full term of a contract for Services. A collective bargaining agreement that will expire before the end of the contract period may only serve as the Labor Harmony Plan if it is supplemented by a Labor Harmony Plan signed by the employer and the representative that addresses how the contractor will make every good faith effort to resolve labor disputes without disrupting contracted-for services during the portion of the contract period not covered by the agreement.

III. SANCTIONS FOR NONCOMPLIANCE

- A. Any efforts by the County to bring applicable service contractors into compliance with these requirements must be consistent with the County's proprietary interest in preventing or mitigating disruptions in Services caused by labor unrest.
- B. A Contractor's failure to submit a No Service Disruption Guarantee and, unless exempted under Section VI below, a Labor Harmony Plan to the County in accordance with these requirements may result in a denial of that contractor's application to contract for Services.

- C. A Contractor's failure to maintain its No Service Disruption Guarantee and, unless exempted under Section VI below, to follow its Labor Harmony Plan may result in the mid-term termination of that contractor's contract for Services.
- D. In addition, the County may, in its sole discretion, deduct from the compensation that would otherwise have been paid to a contractor of Services the cost to the County of mitigating the impact on its clients caused by disruption of Services in violation of the contractor's No Service Disruption Guarantee.
- E. If the contractor and an exclusive bargaining representative, if any, do not take progressively responsible steps to restore Services within a reasonable period of time after a service disruption caused by labor unrest, such determination to be made in the sole and absolute discretion of the County, the County may terminate the contractor's contract for cause.
- F. A history of disruptions to Services due to labor unrest may also result in a disqualification of the contractor from the award of future County contracts for Services.

IV. APPEALS OF SANCTIONS

A contractor may choose to appeal the imposition of the sanctions described above, such appeal to be submitted in writing to the Director of the Snohomish County Human Services Department within thirty (30) calendar days of their assessment by the County. All appeals will be reviewed and decided within 15 calendar days of submittal by a panel of three (3) persons appointed by the County Executive, one of whom shall be the Director of the Snohomish County Human Services Department. None of the three (3) persons shall be employed by either the contractor or the labor organization. The review on appeal shall be limited to whether there was a reasonable basis for the original imposition of sanctions. The decision of the panel will be final, after which no further appeals will be accepted by the County.

V. ARBITRATION PROCEDURES

If a contractor and a labor organization or collective bargaining representative cannot agree on a Labor Harmony Plan as provided in §§ II.B and II.C above, either or both may submit the matter to a neutral third-party arbitrator. The arbitrator's decision will not in any way establish the terms of a collective bargaining agreement unless both parties agree to the terms.

In determining the appropriateness and efficacy of the parties' proposals, the arbitrator shall compare the parties' proposals with agreements entered into by other employers and labor organizations involving services similar to the Services under similar working conditions and with other similarly situated employees in comparable communities in the state of Washington unless an inadequate number of

comparable employers exists within the state of Washington, in which case comparable communities in the Pacific Northwest may be considered.

VI. EXEMPTIONS

- A. When the employees of a contractor who are essential to the delivery of Services are not represented by an exclusive bargaining representative and when no labor organization has notified the contractor that it is seeking to become the exclusive bargaining representative of those employees, a contractor will be exempted from submitting a Labor Harmony Plan.
- B. The County may, in its sole and absolute discretion, determine that its proprietary interests may be harmed if it refuses to contract with a contractor as a result of this policy. Among the factors that the County may consider in making this determination are whether the County has the ability to contract with another contractor that:
 - 1. Could provide the same Services with comparable cost and quality;
 - 2. Has a record of avoiding labor unrest, and
 - 3. Has, if applicable, submitted a Labor Harmony Plan to the County.
- C. In addition, if the labor organization or collective bargaining representative refuses to engage in arbitration with a contractor after the contractor's efforts to meet have been rebuffed and the contractor has requested arbitration, the contractor may be relieved of its obligation to engage in arbitration to develop its Labor Harmony Plan.

VII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, portion or part of these written contracting policies is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of these policies.

ATTACHMENT A, EXHIBIT E

NO SERVICE DISRUPTION GUARANTEE

This Contract is subject to the provisions of SCC 2.400.067 and the Labor Harmony Requirements, Exhibit E. Those requirements include but are not limited to the following:

- A. The Contractor agrees to maintain appropriate levels of Services at all times in order to prevent disruptions caused by labor unrest at all times specified in the Statement of Work, Exhibit B or amended Exhibit B. In addition, the Contractor agrees to work jointly with the Department of Human Services to mitigate the impact on recipients of any disruptions in Services that may occur despite the Contractor's best efforts to avoid them.
- B. This No Service Disruption Guarantee is a material element of the Contract. Failure of the Contractor to comply with this Guarantee shall be deemed a breach of the Contract. The specific requirements, possible alternatives, sanctions for non-compliance, and appeals process described in Exhibit E shall apply to this Contract.
- C. A signed, enforceable agreement (including but not limited to a collective bargaining agreement) between the Contractor and the exclusive bargaining representative of the Contractor's employees who are essential to the delivery of Services may substitute for the Contractor's signing of a No Service Disruption Guarantee, provided:
 - 1. The signed agreement includes a No Service Disruption Guarantee;
 - 2. Both the Contractor and the exclusive bargaining representative agree to the substitution; and
 - 3. The agreement is valid for the duration of this Contract.

Signature

Date

Name and Title

If a signed, enforceable agreement between the Contractor and the exclusive bargaining representative that includes a No Service Disruption Guarantee is submitted with this Contract in lieu of the signing of this No Service Disruption Guarantee, initial here _____.