

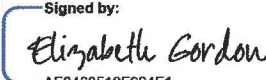


**CONTRACT K9074**  
**Between**  
**WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT**  
**And**  
**KITSAP COUNTY, WASHINGTON**

<b>CONTRACT INFORMATION</b>			
Contract start date Upon Execution	Contract end date One year from the date of execution	Contract amount \$13,000.00	Authorization Chapter 39.34.080 RCW
Purpose In accordance with the Accessible Communities Advisory Committee (ACAC), this agreement provides state funding to assist in the completion of the County project identified herein.			
<b>PARTIES:</b>			
<b>Kitsap County, WA (County)</b>			
Address 614 Division Street, MS-23, Pt. Orchard, WA 98366		Business registration or UBI 182-002-345	County Vendor Number SWV0008949-16
Contract Manager Kirsten Murray	CM Phone 360-337-7185	CM Email kmurray@kitsap.gov	
<b>Employment Security Department (ESD)</b>			
Contact Address 212 Maple Park Ave. SE, Olympia, WA 98501		Division Human Resources	
Contract Manager Elaine Stefanowicz	 CM Phone 360-890-3774	CM Email elaine.stefanowicz@esd.wa.gov	
<b>ATTACHMENTS:</b> 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.			
Kitsap County	Date	Employment Security Department	Date
 Signed by: Oran Root 749291C3A1E04A2...	5/20/2026	 Signed by: Elizabeth Gordon AF6469519F624F1...	5/20/2026
Name Oran Root	Name Elizabeth Gordon		
Title Chair, Commissioner	Title Executive Director		



This Contract is between the Washington State Employment Security Department, hereinafter called "ESD", and Kitsap 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 completed.

This purpose of this Agreement is to set out the terms and conditions for the State of Washington to assist the county and provide funding for the project identified herein.

**2. AUTHORIZATION**

This Contract is authorized in accordance with Chapter 39.34.080 RCW – Contracts to perform governmental activities which each contracting agency is authorized to perform, 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. Parties may agree to modify the term upon issuance of a mutually executed amendment.

**4. STATEMENT OF WORK**

The statement of work is attached hereon as Exhibit A - *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 and the full completion of the project therein.

**5. COMPENSATION**

The County estimated the State's supplemental cost for accomplishing the work herein to be \$13,000.00. ESD will reimburse County for its expenditures and costs in the amount of \$13,000.00.

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](mailto: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.

**7. REPORTING**

The County shall provide the ESD Contract Manager quarterly 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. 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.

**10. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises and cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by Contract of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, or a Dispute Resolution Board. Either of the parties may also request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.



#### **11. DUPLICATION OF BILLED COSTS**

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

#### **12. 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.

#### **13. 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.

#### **14. 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, each party will hold the other harmless from costs, damages, or expenses arising from this agreement and based upon the negligence or non-compliance of the party.

#### **15. INDEPENDENT CAPACITY**

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

#### **16. INSURANCE REQUIREMENTS**

Each Party warrants that they are insured under a Self-Insured Liability Pool or have commercial insurance that will protect against 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.

#### **17. 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.

#### **18. 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.

#### **19. TERMINATION AND SUSPENSION**

ESD, upon providing written notice, may terminate or suspend this Agreement, in whole or in part for convenience, or based upon the potential breach of terms by the County.

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.

#### **20. 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**

KITSAP COUNTY

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE (ACAC)

BARK PARK RENOVATION

**Project**

The bark park at Prendergast fields requires renovation to improve ADA accessibility. The project will add an accessible perimeter path, create a shaded and accessible seating area, and designate official ADA parking. This will address the current lack of these features, particularly in the large dog area of the bark park. This contract is to reimburse for materials only and is not contemplated to cover instillation/labor unless amended to do so.

**Timeline**

It will take approximately one year to complete the project from the time the materials are ordered.

**Materials to be purchased**

To enhance parking accessibility and safety:

1. Shade Sails x 3 (approximately \$3,000/each). Shipping costs will vary approximately \$200.
2. Fencing materials approximately \$3300
3. Maple trees (for additional shade) approximately \$500

**Cost**

\$13,000

Cost is for the budget in Exhibit B.

**EXHIBIT B**  
**BUDGET**  
KITSAP COUNTY

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE (ACAC)

BARK PARK RENOVATION CONTRACT

**Costs:**

Outreach Project Total: \$13,000.

To enhance parking accessibility and safety:

1. Shade Sails x 3 (approximately \$3,000/each). Shipping costs will vary approximately \$200.
2. Fencing materials approximately \$3300
3. Maple trees (for additional shade) approximately \$500

**In-Kind:**

Community support for the park renovation continues to grow. The Leadership Kitsap group has successfully raised approximately \$2,500 in monetary and in-kind contributions. In addition to this financial support, Kitsap County have secured donations of trees and plants for landscaping, as well as the necessary ADA-accessible parking signs and bumpers.

## Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:  Principal:  From:  To:

WA UBI Number:  RCW:  Penalty Due:  Wage Due:

License Number:

[Download all debarment data](#)

Show  per page Showing 0 records

Company Name	UBI	License	Principals	Related Business	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.										

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