

AGREEMENT KC-146-24

This Agreement is entered into between Kitsap County Department of Human Services and City of Poulsbo, located at 200 NE Moe St., Poulsbo WA, 98370 for the implementation of the Adaptive Tricycles project for Kitsap County.

I. 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 can 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.

This Agreement is for the appropriation of two electric assisted adaptive tricycles, accessories, and staff time, valued at \$24,404.00 for the purpose of augmenting state funding with the goal of reducing and eliminating barriers for residents with disabilities.

Pursuant to Chapter 39.34 Revised Code of Washington (RCW) for the time period June 13, 2022 – June 30, 2024. The adaptive tricycles must be used solely for the purpose of providing persons with disabilities and/or limited mobility access to use, free of charge as outlined in Attachment A, Statement of Work.

II. Definitions

- a. "ADAPTIVE TRICYCLE" means an independent pedal-drive system allowing each rider to pedal at his/her own speed or to engage electrical assist as needed. The adaptive trike features two independently adjusting seats and three independent brakes (rear coaster brake for each rider and a common front drum brake). Heavy-duty pneumatic tires and rear basket standard.
- b. "CONTRACTOR" means that government agency or government entity performing services and/or providing goods under this Agreement. This includes any SUBCONTRACTOR retained by the prime Contractor as permitted under the terms of this Agreement.
- c. "MATERIALS" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

III. Assurances

- a. Parties agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state or local laws, rules and regulations.
- b. The Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement.
 - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - c. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - d. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
 - e. The Americans with Disabilities Act of 1990.

IV. 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, which consent shall not be unreasonably withheld.

V. Amendments

This Agreement may be amended by mutual Agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VI. Debarment and Suspension

By executing this Agreement, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 "Debarment and Suspension" codified at 29 CFR part 98.

VII. Disputes

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by agreement 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 Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a dispute hearing, a Dispute Resolution Board, or arbitration. Either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

VIII. Project Activities

This project will provide residents of Kitsap County and/or visitors to the County the use of the adaptive tricycles as defined in the City of Poulsbo rental agreement.

IX. Project Design

The project will be implemented by the City of Poulsbo, in accordance to their lending agreements for use of equipment, with exception to charging a rental fee which is not permitted. The City of Poulsbo may secure deposits and uphold loaner's responsibility for timely returns, administrative fees for late cancellations.

Kitsap county and its employees, owners, officers, or agents (hereinafter "Released Parties"), shall not be held liable or responsible in any way for any injury, death or other damages to those the adaptive tricycles are loaned to, their family, their estate, heirs or assigns which may occur as a result of the use and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

X. Project Outcomes and Measurements

The City of Poulsbo will participate in the Evaluation Plan for Adaptive Tricycle project. The emphasis will be on capturing data at regular intervals that can be used to determine whether the Adaptive Tricycle project meets expectations. Common measures will be identified for data collection. Evaluation efforts must include standardized data collection and reporting processes that produce the following types of information:

- Monthly participants (outputs)
- Level of interest, reservations vs actual check-out (outcomes)
- Age and gender of participants

Data will be collected to monitor the following goals and objectives identified by the Contractor:

Goals:

Objective #1: The adaptive tricycles will be available at no cost to the community.

Objective #2: The adaptive tricycles will be utilized by people who experience disabilities and/or limited mobility.

XI. Data Collection and Reporting

The City of Poulsbo will provide a Quarterly Report to the Kitsap County Department of Human Services by March 31, July 31, October 31, and December 31, 2024 for the first year of the project's implementation; detailing progress made on program outcomes during the quarter.

XII. Duration

This agreement is in effect from January 1 – December 31, 2024.

XIII. Amendments

This agreement may only be modified by one or more written amendments duly approved and executed by both parties.

XIV. Attachments

The parties acknowledge that the following attachments, which are attached to this agreement, are expressly incorporated by this reference:

Attachment A: Statement of Work

Attachment B: Compensation

KC-146-24

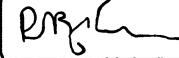
This Agreement shall be effective January 1, 2024.

Dated this 23.00 day of February, 2024

Dated this 11 day of March, 2024.

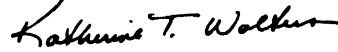
**CONTRACTOR
CITY OF POULSBO**

DocuSigned by:

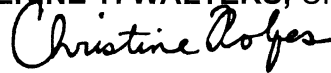


Becky Erickson, Mayor

**KITSAP COUNTY BOARD OF
COMMISSIONERS**



KATHERINE T. WALTERS, Chair



CHRISTINE ROLFES, Commissioner



CHARLOTTE GARRIDO, Commissioner

ATTEST:



DANA DANIELS, Clerk of the Board



ATTACHMENT A: STATEMENT OF WORK

This Agreement is for the appropriation of two adaptive tricycles, accessories and staff time valued at \$24,404.00 for the purpose of augmenting state funding with the goal of reducing and eliminating barriers for residents with disabilities.

The contractor will develop, operate and maintain a program to loan adaptive, electric assisted, tricycles for recreational use to persons who experience disabilities and limited mobility. The electric assist therapeutic trikes will accommodate two riders who can brake, pedal, and adjust their seats independently of each other, designed for caregivers and individuals with disabilities. This project will provide Kitsap County residents the use of the adaptive tricycles as defined in the City of Poulsbo's rental agreement.

1. The Contractor in coordination with County staff will purchase the electric assist adaptive tricycles and other accessories, as outlined in the budget, necessary to facilitate the program.
2. The Contractor will assemble and construct a secure storage space for the tricycles and other appropriate accessories that is accessible to the community within the hours of operation or other agreed upon secured location.
3. The Contractor will develop a liability waiver document in accordance with their lending agreements for use of equipment specific to the adaptive tricycle lending program.
4. The Contractor will develop and implement Standard Operating Procedures (SOP) for the Accessible Tricycle Program that outlines a system for the public to access the secured trikes and equipment for use. The procedures will include but not limited to:
 - a. Description and goals of the program.
 - b. A system for members of the community to reserve, check out, and return the electric assist tricycle(s); this should include process for completion of liability waiver by users and hours of operation.
 - c. Education and information on the safe use of the tricycle(s) and other accessories.
 - d. Pre/post check out inspections by Contractor staff after each community use of equipment to ensure trikes and accessories are properly maintained for the next user.
5. The Contractor will make the tricycles available to the community free of charge. The project will be implemented by the Contractor, in accordance to their lending agreements for use of equipment, with exception to charging a rental fee which is not permitted. The Contractor may secure deposits and uphold loaner's responsibility for timely returns, administrative fees for late cancellations.

6. The Contractor will be responsible for the ongoing repair and maintenance of the tricycles and equipment. The developed Standard Operating Procedures should outline the process for equipment inspection pre and post check-out following community use of equipment.
7. The Contractor will develop materials to share with the public as well as initiating outreach efforts and activities to inform the community regarding the adaptive tricycle lending program. The Contractor will develop a post usage survey to collect feedback from participants of the adaptive tricycle lending program.
8. For the first year of the program, the Contractor will provide a quarterly report to Kitsap County Human Services staff that includes demographics, usage and consumer feedback information.
9. The Contractor will operate, maintain, and facilitate the program on-going following the end of the contract term.

ATTACHMENT B: COMPENSATION

The Contractor may invoice Kitsap County for reimbursement of program equipment, materials and staff time as outlined in the budget. The contractor will be paid up to and not to exceed \$24,404 for the contract period to provide services as outlined in Attachment A with reimbursement paid as follows:

<i>Equipment and Materials</i>		<i>Budget</i>
2-Side by Side Electric Assist Bikes	\$8,600	\$13,404
Equipment, Bike Repair	\$1,804	
Storage Shed and Assembly	\$3,000	
<i>Program Activities/Staff Time</i>		
Staff Program Development and Operations, Legal Expense, Implementation and Maintenance	\$11,000	\$11,000
<i>Total Budget</i>		\$24,404

The Contractor shall submit itemized monthly invoices that include program equipment, materials and staff hours related to program activities. The Contractor will maintain receipts and provide upon request of County staff. Funds may be reallocated among service categories with authorization from the County Contract Administrator.



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

1/10/2024

Ref#: 15081

www.wciapool.org

Kitsap County Health and Human Services
Attn: Sonya Miles
614 Division St., MS-23
Port Orchard, WA 98366 - 4676

Re: City of Poulsbo
North Kitsap Recovery Resource Center Grant

Evidence of Coverage

The City of Poulsbo is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Poulsbo. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Poulsbo all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.


WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe
Deputy Director

cc: Deanna Kingery
Kimberly Hendrickson



Office of Inspector General
U.S. Department of Health & Human Services

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