

INTERAGENCY AGREEMENT K6384
BETWEEN
WASHINGTON STATE
EMPLOYMENT SECURITY DEPARTMENT
AND
WASHINGTON STATE LOTTERY

1. INTRODUCTION

This Agreement, pursuant to Chapter 39.34 Revised Code of Washington (RCW), is made and entered into by and between the Employment Security Department, hereinafter referred to as "ESD", and the Washington State Lottery, hereinafter referred to as "LOT".

2. RESPONSIBILITY

The LOT staff member responsible for management of this Contract is:

Name:	Maria Douka
Title:	Chief Financial Officer
Telephone Number:	360-810-2869
FAX Number:	N/A
E-mail:	mdouka@walottery.com

The ESD Contract Manager responsible for the management of this Contract is:

Name:	Elizabeth Gordon
Title:	Executive Director
Telephone Number:	360-902-9489
FAX Number:	360-586-4600
E-mail:	egordon@esd.wa.gov

3. STATEMENT OF WORK

It is the purpose of this Agreement to provide support to the Governor's Committee on Disability Issues and Employment, hereinafter referred to as "GCDE", as provided in Executive Order 87-08, incorporated hereto as Attachment "A", to assist GCDE in carrying out its mission and to further the goal of Executive Order 13-02, incorporated hereto as Attachment "B".

This agreement creates a multi-agency collaboration. LOT shall provide a share of funds to support multi-agency assessment, planning, education, policy and program development efforts to improve opportunities and outcomes for people who have disabilities. ESD shall act as the lead agency in providing administrative support to GCDE. ESD shall be fiscally responsible for funds received from LOT for the operation of GCDE. LOT shall provide funding in the amount of \$1,200 for July 01, 2019 through June 30, 2021.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 01, 2019, and be completed on June 30, 2021, unless amended or terminated sooner as provided herein.

5. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$1,200. Payment for satisfactory performance of the work shall not exceed this 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.

6. BILLING PROCEDURE

ESD shall invoice LOT for \$600 for the State Fiscal Year 2020 and \$600 for State Fiscal Year 2021. LOT may elect to pay the full \$1,200 in State Fiscal Year 2020. Payment for approved and completed work will be made by warrant or account transfer by LOT within 30 days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

7. RECORDS MAINTENANCE

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- b. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose, or make available, this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

8. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by ESD. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

9. 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 purpose to be employees or agents of the other party.

10. AGREEMENT ALTERATIONS AND 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.

11. INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees or agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

12. TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

13. 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 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

14. TERMINATION FOR FUNDING REASONS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the affected party may unilaterally terminate this Agreement. Written notification of termination shall be mailed return receipt requested. Such action is effective upon receipt of the written notification.

15. 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 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 disputes 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.

16. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of Work; *and*
- c. Any other provisions of the Agreement, including materials incorporated by reference.

17. DEBARMENT AND SUSPENSION

By executing this Agreement, both parties certify 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". Both parties certify that it will not contract with a subcontractor that is debarred or suspended.

18. 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.

19. 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.

20. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

21. USE AND DISCLOSURE OF INFORMATION

LOT shall not disclose or misuse any private and confidential information obtained under this Agreement unless the disclosure is authorized by law and directly connected to the official purpose for which the information was obtained. The misuse or unauthorized release of private and

confidential information shall subject LOT, its employees or agents to a civil penalty of five thousand dollars (\$5,000) and other applicable sanctions under state and federal law.

22. AGREEMENT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

23. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this contract 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 contract 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 contract shall be the same as delivery of an original.

24. ALL WRITINGS CONTAINED HEREIN

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 shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State
Employment Security Department

Billie Wright

By

Assistant Commissioner, HR

Title

Signature

Date

Washington State Lottery

Maria Douka

By (print name)

Director of Finance

Title

M. Douka

Signature

7/8/19

Date

Attachment A

EXECUTIVE ORDER 87-08
Correcting 87-01, Superseding 83-07
GOVERNOR'S COMMITTEE ON DISABILITY ISSUES AND EMPLOYMENT

It is the public policy of this state to promote full participation and equal opportunity for all persons, including those of disability. (A person of disability means an individual who has physical, mental or sensory characteristics such as those listed under the "handicapped person" definition in regulation 28 CFR 41.31(b) for implementation of Section 504 of the Rehabilitation Act of 1973, as amended, PL 93?112.) Yet, despite continued efforts and marked progress to achieve equity for the disability community, this social minority presently experiences one of the highest unemployment rates, has a disproportionate number of members living in poverty and still cannot access most built structures or community activities. Although the disability minority in Washington numbers approximately 400,000 persons, it has a very low sense of group identity, and the abilities, capacities, interests and concerns of persons of disability continue to be misunderstood or undervalued.

NOW, THEREFORE, I, Booth Gardner, Governor of Washington, do hereby reaffirm the establishment of and need for the Governor's Committee on Employment of the Handicapped, retile it the Governor's Committee on Disability Issues and Employment, hereinafter referred to as the "Committee," reaffirm its administrative attachment to the Employment Security Department and require the following:

1. The Committee pursuant to this Executive Order shall serve as a disability minority advocate. It shall identify for attention the issues and concerns pertaining to the rights and needs of all persons of disability and shall work to empower such individuals to take control over their own lives.
2. The Committee shall advise the Governor, Legislature, state agencies, the business community, organized labor, other public and private organizations and the general public on disability issues and concerns, and make recommendations to address those concerns, with emphasis on increasing opportunities for independence and employment.
3. The Committee shall develop, conduct and oversee the execution of policies, projects, activities and other actions that will enhance access, opportunities, options and equity for all persons of disability.
4. Annually, the Committee shall submit to the Governor a report with recommendations which shall address disability issues such as the following: the status of public and private sector employment opportunities; program and physical access; legislative priorities; selected state agency budgets; economic and social status of the disability community; and an overall state government rehabilitation/disability services overview.
5. In carrying out its duties, the Committee may establish such relationships with state agencies, especially those that serve the disability community, local governments, private industry, educational institutions, labor and other private organizations, as may be needed to promote equal opportunity for persons of disability.
6. Each state department and agency shall provide appropriate and reasonable assistance and resources to the Committee so that the Committee may carry out the purposes of this Order.

Also, the Committee may secure directly from any department or agency of the state information necessary to enable it to carry out the purpose of this Order.

7. The chairperson and the members of the Committee shall be appointed by the Governor, and

(a) At least fifty percent of new members appointed after the effective date of this Order shall be persons of disability. Up to ten percent of the full Committee membership may be family members of persons of disability and/or advocates;

(b) The membership shall be selected so as to represent a wide variety of physical, mental or sensory disability characteristics. Geography, occupation, sex, age, socioeconomic status, other minority membership and diversity of viewpoints will also be considered in making appointments;

(c) Selected governmental leaders and advocates necessary to enable the Committee to carry out the work of this Order may participate on the Committee as non-voting associate members. The Governor shall appoint associate members; and

(d) The Committee may establish advisory, work and study groups as necessary to carry out the work of this Order.

8. The Employment Security Department shall continue as the lead agency in providing fiscal and administrative support to the Committee, including:

(a) Seeking and securing additional support for the Committee from other state agencies; and

(b) Coordinating the fiscal and administrative support that all other agencies and sources provide to the Committee.

9. The Committee shall have authority to accept support and assistance, or receive gifts, grants, endowments or bequests as may be made to or provided from state agencies or other public/private sources for the use and benefit of the purposes of the Committee and to expend the same, or any income therefrom, according to any attached terms.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the State of Washington to be affixed at Olympia this
1st day of July A.D., Nineteen hundred and eighty-seven.
Booth Gardner Governor of Washington

Attachment B

EXECUTIVE ORDER 13-02

IMPROVING EMPLOYMENT OPPORTUNITIES AND OUTCOMES FOR PEOPLE WITH DISABILITIES IN STATE EMPLOYMENT

PREAMBLE

Washington State is committed to developing and maintaining a high performing public workforce that provides access, meaningful services, and improved outcomes for all citizens. In order to achieve these aims, state leaders must be able to apply diverse perspectives and experiences to the examination of the issues facing the state. Such diversity enhances the fullness of our understanding of these issues and opens opportunities for the consideration of new and better solutions.

WHEREAS, while Washington State remains a national leader in the recognition and protection of civil rights for people with disabilities, the representation of people with disabilities in the state workforce has been falling steadily since 1997. Private employers now surpass state government in their success at attracting and retaining workers with disabilities; and

WHEREAS, people at the middle and lower bounds of the income spectrum derive most of their income from work and only 36 percent of Washington's 442,000 working-age people with disabilities are employed; and

WHEREAS, nationally, 28 percent of people with disabilities live in poverty, compared to 12 percent of people who do not experience a disability. Research indicates that the level of employment, the quality of jobs, and the degree of access to those jobs are crucial determinants of poverty reduction; and

WHEREAS, the state has a vested interest in reducing discrimination against people living with a disability, eliminating barriers to meaningful employment, and attracting the highest quality candidates into state employment opportunities; and

WHEREAS, when the workforce that directs and provides essential services to residents of the state reflects the diversity of the population, those services are more likely to be responsive to and respectful of that diversity; and

WHEREAS, progress towards serving and employing people with disabilities requires both the commitment and participation of executive leaders throughout state government.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, by virtue of the power vested in me by the Constitution and statutes of the state of Washington do, effective immediately, hereby order and direct as follows:

1. Disability Employment Challenge.

State government, as one of the larger employers in Washington, shall adopt the goal that, by June 30, 2017, five percent of the state work force shall be comprised of persons living with a disability. The Office of Financial Management shall establish new goals at that time until parity is reached with the available workforce.

2. Disability Employment Task Force.

The Office of Financial Management shall convene a task force for the purpose of assisting state agencies with recruitment and retention of persons with disabilities. The task force shall provide: (1) recommendations on how to achieve the employment targets established in this Executive Order; and (2) guidance and other support to agencies and institutions of higher education on recruitment, retention, accommodation, and accessibility for persons with disabilities. Membership shall be appointed by the Governor from among subject matter experts in Executive Cabinet-level agencies. Because the state is one among many employers in Washington, the Task Force will engage model private sector companies to share strategies, exchange best practices, and provide technical assistance to boost the employment of people with disabilities in all employment sectors in Washington.

3. Executive Cabinet Agencies, Boards, and Commissions.

The chief executive of each Cabinet-level agency, board, commission, and other organization that reports to the Governor shall be responsible for executing the following:

- a. Employment. Each organization shall develop an annual employment plan to address under-representation of people with disabilities, and report progress as prescribed by the Office of Financial Management.
- b. Coordination. Designate a staff person or persons to serve as disability employment coordinator. The coordinator will be responsible for overseeing the development, implementation, monitoring, and evaluation of effective strategies to attract, engage, and advance people with disabilities.
- c. Supported Employment. Each organization shall utilize and participate in the state's supported employment program in accordance with standards established by the Office of Financial Management.

4. Office of Financial Management (OFM).

The Office of Financial Management shall oversee development and implementation of policies, strategies, and services to ensure successful implementation of this Executive Order. Specifically, the Office of Financial Management shall develop standards, guidance, and best practices for: (1) policies on reasonable accommodation, and inclusion of people with disabilities; (2) training for supervisors and employees; (3) annual employment plans and reports for addressing under-representation of people with disabilities; and (4) utilization of and participation in the state's supported employment program.

All other elected officials, institutions of higher education, agencies, boards, and commissions are invited to follow the provisions of this Executive Order.

Signed and sealed with the official seal of the State of Washington
on this 22nd day of May, 2013, at Olympia, Washington. By:

/s/

Jay Inslee
Governor