Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

To view items in detail, click highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agenda/commissioners

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, October 11, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **September 27, 2022 Special Meeting**
- **October 4, 2022**

Review Agenda

Consent Agenda

Auditor
a. Cancellation of Unclaimed Warrants

Commissioners
b. Line Item Transfer, Fund No. 0010, Dept. 139 (ARPA) for Juvenile Operations
c. Line Item Transfer, Fund No. 0010, Dept. 139 (ARPA) for Elections & Event Center Operations
d. Line Item Transfer, Fund No. 0010, Dept. 139 (ARPA) For Park Dev & Sustainable Development

Human Resources
e. Kelly Time and Time Loss Grievance Settlement Agreement & Release

Human Services
f. National Disability Employment Awareness Month Proclamation

g. Continuum of Care Program Grant Agreement w/US Dept. of Housing & Urban Development

Information Technology

h. Business Associate Agreement w/Cisco Systems for Corrections Dept.

Office of Public Defense

i. Amended Juvenile Court Public Defense Services Agreement w/Branden Landon
j. Amended Public Defense Agreement w/Bertha Arteaga for District & Superior Court Services
k. Termination of District Court Public Defense Services Agreement w/Simone Green

Planning

l. First Amended Contract w/Safe Built for Consulting Services for Community Assistance Visit Findings
m. Dissolution of Inactive Special Purpose District – Drainage Improvement District 10

Public Safety Sales Tax

n. Contract w/Boys & Girls Club for Prosser Clubhouse to Provide Staff Support Resources
o. Line Item Transfer, Fund No. 1480, Dept. 115 for the Shooting Range

Public Works

p. Line Item Transfer Within County Road Fund No. 1010 for Public Works Manager

Purchasing

q. 2nd Amended Contract w/Moon Security Service for Security & Fire Monitoring Services
r. Agreement w/ONYX Protective Group for Body Armor & Ballistic Products
s. Notice of Contract Award to Crown Paper & Janitorial Supply Co for Jail Paper & Glove Supplies
t. Notice of Contract Award to Crown Paper & Janitorial Supply Co for Jail Chemicals & Janitorial Supplies
u. Notice of Contract Award to 911 Supply, Inc. for Employee Uniforms for Corrections Dept.
v. Accepting Work Performed by CP Mechanical for Replacement of Jail Condensing Units
w. Interlocal Agreement w/City of Kennewick for Purchase of License Plate Readers & Rat Trap Devices for Sheriff's Office

Workforce Development Council

x. Contract w/Career Path Services for Adult Services
y. Contract w/Career Path Services for Dislocated Worker Services
z. Contract w/Career Path Services for Youth Services

Public Comment ~ *for public engagement during Commissioners' meetings, please use the public comments phone line @: Dial: 509 460-4941*

Public Hearings

Six-Year Transportation Improvement Plan ~ B Malley

Scheduled Business

Line Item Transfer, Fund No. 0010, Dept. 139 (ARPA) ~ Ivey

- 2 Deputy Prosecuting Attorneys
- 1 Legal Secretary IV-OPD

2023 / 2024 Preliminary Budget Discussion ~ L Ivey

Other Business

DRAFT

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Benton County Administration Building
Commissioners' Hearing Room
7122 W. Okanogan Place, 3rd Floor, #E303
Kennewick, WA
Tuesday, September 27, 2022, 1:30 p.m.

Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Shon Small
Commissioner Will McKay
Commissioner Jerome Delvin
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager Linda Ivey, Finance Manager; Adam Fyall, Sustainable Development Manager; Coroner William Leach; Superior Court Judge Joe Burrowes; Tiffany Runge, Superior Court Administrator; Michael Vander Sys, OPD; DPA Ryan Lukson; Julie Long, Assistant Chief Deputy; Chief Robert Guerrero; District Court Judge James Bell; Communications Coordinator Shyanne Palmus; Construction Manager Riley Ollero; Greg Wendt, Community Development Director; Michelle Cooke, Planning Manager; District Court Judge James Bell; Danica Hope, Procurement; Deputy County Administrator Matt Rasmussen; Lt. Matt Clarke, Sheriff's Office; Tiffany Runge, Superior Court Administrator; Superior Court Judge Joe Burrowes; Michael Vander Sys, OPD Manager; DPA Ryan Lukson; Terry Bloor, Chief Criminal Deputy, and Maggie Valencia, Victim/Witness Program Director; Amanda Watts, Probation Counselor Coordination; Lt. Erik Magnuson, Sheriff's Office.

Public Safety Sales Tax - 2023/2024 – Round 2 – New Budget Requests & Rollover Presentations and Discussion

Shyanne Palmus provided a summary of the process and budget requests for Round 2. She reminded the Board that today was only for new or revised requests and did not include any rollover requests. No decisions would be made today but was to provide the departments an opportunity to present their requests. She said there were 34 internal requests, with 23 new and the remaining were rollover requests and no new external requests. They allotted $4 million in Round 2 and received $7 million in requests.

The following departments made presentations to the Board:

- Capital Projects/Corrections/Sheriff - Riley Ollero and Robert Blain
    - Rattlesnake Mtn Shooting Facility/Law Enforcement Range - $700,000
    - Rattlesnake Mtn Shooting Facility/Training Center - $700,000 – preliminary design was 1,600 square feet

- Coroner – William Leach
    - Forensic Pathologist and supporting staff - $834,00 (rollover/revised) – would be allowed to contract out these services to other counties. If PST went away, the General Fund would have to support part of it. Additionally, the building could currently handle the work load but would need to expand at some point

- District Court – Judge James Bell and Amanda Watts
    - Bailiff Services - $100,800 – if PST did not pass, they wanted to try and find the money in their current budget

- Office of Public Defense - Michael Vander Sys, OPD Manager
    - Public Defense Services $840,406 – for increased Murder and Vehicular Homicide Statistics – 19 filings as of last week for 2022 (2021 – 4) (2020 – 8). He said the State reimbursed the counties for prosecuting, but not defense services, except for some mental health

- Planning – Michelle Cooke
    - Code Enforcement Officer - $120,809.00

The Board briefly recessed, reconvening at 2:33 a.m.

- Prosecuting Attorney - Julie Long, Terry Bloor, and Maggie Valencia
    - Victim/Witness Coordinator Position - $192,703.00 – Rollover
    - Support Counseling - $40,000.00 – Rollover
    - Supplies - $15,000.00 – Rollover
    - Training - $11,000.00 – Rollover
    - Recruitment Bonuses - $50,000.00 – Rollover
    - DPA - $315,858.00 – New
    - DPA - $315,858.00 – New
    - Legal Secretary V - $142,350.00 – New
    - Additional Redaction Software - $11,844.00 – New
    - 3 Laptops/Monitors/Docking Stations - $12,000.00 – New
    - 2 Laptops - $799.98 – New

- Sheriff's Office – Lt. Mathew Clarke and Lt. Erik Magnuson
    - Accreditation Manager - $195,927.86 – New (Lt. Magnuson expressed the desire of the Sheriff that this be approved, if nothing else, as it was the most important)
    - Blue Team and IA/Pro programs - $23,600.00 - New
    - Computer Forensics Lab - $200,000.00 – New
    - Flock Automated License Plate Readers - $80,250.00 – New

- Mobile Police Radio Replacement - $135,000.00 - New
- PIT Bumpers for Vehicles - $17,000.00 - New
- Lexus-Nexus Online Reporting Software - $54,000.00 - New
- Bomb Squad X-Ray System - $32,035.00 - New
- Training - $100,000.00 – Rollover (revised)
- 6 UAV Drones - $26,000.00 - Rollover
- SWAT Vehicle Vault Boxes - $25,000.00 - Rollover
- Crime Scene Evidence Vehicle - $325,000.00 - Rollover

The Board briefly recessed, reconvening at 3:48 p.m.

- Superior Court - Judge Joe Burrowes and Tiffany Runge
  - Adult Drug Court Case Manager - $112,609.00 – New
  - Adult Drug Court Electronic Home Monitoring Devices - $17,858.00 - New
  - Adult Drug Court Urinalysis Testing Supplies - $8,572.00 - New
  - Minor Guardianship Case Manager - $96,305.64 - New
  - Bailiff - $90,376.65 - Rollover

There being no further business before the Board, the meeting adjourned at approximately 4:06 p.m.

_____ _____

Clerk of the Board Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, October 4, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Shon Small
Commissioner Will McKay
Commissioner Jerome Delvin
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Eric Wyant, Assistant HR Manager; Riley Ollero, Construction Manager; Clerk Josie Delvin; Treasurer Ken Spencer; Cristina Woods, Public Works; Matt Mahoney, Public Works; Finance Manager Linda Ivey; Shyanne Palmus, Communications Coordinator; Superior Court Judge Joe Burrowes and Tiffany Runge, Superior Court Administrator; Superior Court Judge Jacqueline Stam; Superior Court Commissioner Darin Campbell; Robert Blain, Operations/Capital Assets.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of September 27, 2022 were approved.

Agenda Review

- Pulled the Payment Request to Ergon Asphalt & Emulsions for Purchase of High Float Oil for a future date
- DH Consultant – PST Contract Discussion

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "r". Commissioner McKay seconded and upon vote, the Board approved the following:

Commissioners

a. Line Item Transfer, Fund No. 0010, Dept. 115 to 109

b. Declaration of Surplus Property
c. Reappointment of Nancy Aldrich to the Benton Clean Air Agency Board
d. Revising Sheriff's Equipment Purchase & Replacement Fund

Office of Public Defense

e. Amended Superior Court Public Defense Agreement w/Brian Hultgrenn
f. Amended Superior Court Public Defense Agreement w/Michelle Alexander
g. Amended Superior Court Blake Case Conviction Services Agreement w/A Betancourt
h. Juvenile Court Public Defense Services Agreement w/Jared Hanson
i. Early Termination of Superior Court Public Defense Agreement w/Shelley Ajax
j. Early Termination of Juvenile Public Defense Agreement w/Angel Betancourt

Public Safety

k. Contract w/Kiona-Benton City School District for Crime Prevention Program
l. Contract w/Support, Advocacy & Resource Center for Engagement Specialist

Purchasing

m. Change Order No. 1 w/Banlin Construction for Justice Center Front Entrance Security Upgrade
n. Change Order No. 1 w/Goodman and Melenbacher Ent for Shooting Range Expansion Project
o. Contract w/Day Management Corp for Service & Support to Communication & Public Safety Systems
p. Agreement w/LexisNexis for Law Library @ the Jail
q. Contract w/Schindler Elevator Corporation for Maintenance & On-Call Repair for all Locations

Treasurer

r. First Amended Contract w/Master's Touch for Property Tax Statements

Public Comment

Jim Adkins, Prosser, expressed his concern about the plans for the Fairgrounds and that he was not in agreement with all the ideas. He requested the County hold a public meeting so the public could put forth ideas and have input into the changes. He said he was concerned about the 4H arena being moved and whether the feasibility study was complete. It was stated there would be a public hearing once the feasibility study was complete for public input.

Public Hearing - Level 3 Communications LLC Franchise Renewal

Cristina Woods presented the franchise renewal for Level 3 Communications LLC for fiber optic cable system and facilities renewal. Public Works recommended approval based on current requirements.

As there was no one present to testify, public testimony was closed.

MOTION: Commissioner Delvin moved to approve the Franchise Order and Agreement with Level 3 Communications LLC as presented. Commissioner McKay seconded and upon vote, the motion carried.

Public Safety Sales Tax Funding Recommendations Discussion – Round 2

Matt Rasmussen, Linda Ivey & Shyanne Palmus updated the Board and provided recommendations for funding of the PST Round 2 as follows:

- Capital/Corrections/Sheriff
  - Rattlesnake Mtn Shooting Facility - Law Enforcement Range - $700,000.00
  - Rattlesnake Mtn Shooting Facility - Training Center (Building) - $700,000.00
- Coroner
  - Forensic Pathologist, Part-Time Support Staff, Supplies - $834,000.00
- Office of Public Defense
  - Public Defense Services - $840,406.00
- Planning - Code Enforcement
  - Code Enforcement Officer - $183,032.00
- Prosecuting Attorney
  - Support Counseling - $40,000.00
  - Supplies - $15,000.00
  - Training - $11,000.00
  - Legal Secretary V - $142,350.00
  - Additional Redaction Software - $11,844.00
  - 2 Laptops - $799.98
- Sheriff
  - Mobile Police Radio Replacement - $135,000.00
  - Lexis-Nexis Online Reporting Software - $54,000.00
  - Bomb Squad X-Ray System - $32,035.00
  - SWAT Vehicle Vault Boxes - $ 25,000.00
  - Crime Scene Evidence Vehicle - $325,000.00
- Superior Court
  - Adult Drug Court Electronic Home Monitoring Devices - $17,858.00
  - Adult Drug Court Urinalysis Testing Supplies - $ 8,572.00 $ 8,572.00
- PA's Office – Two Positions for DPA to deal with backlogs for Courts – they have identified ARPA funding for these positions and it will be brought back next week to discuss with the Board

MOTION: Commissioner Delvin moved to approve the recommendations of staff for the PST funding Round 2 as presented. Commissioner McKay seconded and upon vote, the motion carried.

Ms. Ivey said the new requests would be approved in the budget process and adopted by the Board in November at the public hearing.

Public Works Organizational Chart Update

Matt Rasmussen presented a change in structure at the Public Works Department to re-establish a Public Works Manager and then have a County Engineer report to the manager. Additionally, he provided a resolution establishing the position as a Grade 11 on the Manager Scale and establishing the classification.

MOTION: Commissioner Delvin moved to approve the Resolution updating the Public Works Organizational Chart as presented. Commissioner McKay seconded and upon vote, the motion carried

MOTION: Commissioner Delvin moved to approve the Resolution establishing the Public Works Manager as a Grade 11 on the Manager Scale and establishing the Public Works Manager Classification. Commissioner McKay seconded and upon vote, the motion carried.

Payment Request to Strata for Material Testing on Plymouth Rd Pavement Overlay Project

Matt Mahoney requested the Board approve payment to Strata for material testing for increased costs due to problems at the asphalt plant. He said it was not the contractor's fault and was pretty common to have breakdowns at the plant.

Commissioner McKay expressed concern about going to the plant to try and recover some of the costs. Mr. Mahoney said he would review that issue with the PA's office to potentially include in the contract next time.

MOTION: Commissioner Delvin moved to approve the Resolution Authorizing Payment to Strata for Material Testing Performed on CE 2101 Plymouth Road Pavement Overlay Project as presented. Commissioner McKay seconded and upon vote, the motion carried.

Benton County Juvenile Justice Center Feasibility/Space Needs Report

Robert Blain and Eric Loynd with DLR Group presented the Juvenile Justice Center Feasibility and Space Needs Study and discussed the following:

- Intended originally to move the Juvenile Justice Center to the Justice Center Campus. However, it was determined that staying there would provide the best longevity for the facility. He said they did a full assessment of that building and had multiple engineers on site and determined after meeting with each department that it would not fit at the Justice Center but determined how to use the Juvenile facility for its best use.
- Goals/Vision
- Existing Conditions
    - Housing/Medical/Intake
    - Courtroom/Chambers
    - Gym & Programs
    - Administration
    - Space Needs Summary
    - Building Summary
    - Courts
    - Food Service & Laundry
    - Education
    - Work Crew
    - Annex

        - Intervention
        - Out of Custody School
        - Community Supervision
- Proposed Plans
- Cost Estimate – Entire Project - $43,111,806
- Cost Estimate – Renovation - $25,677,154
- Cost Estimate – Reduced Scope Renovation - $21,092,025

Commissioner McKay said that building needed a massive adjustment and hopefully they could address all the issues, even if it was phased.

- Ms. Loynd said with the progressive design build, the estimate was conservative right now due to the market, but once the contractor was on board, it would be key to make the best use of the money.

Commissioner Delvin asked where Franklin County was at on the issue and Mr. Blain stated that they were still reviewing the contract to have it finalized and sent to the PA for review. After that, it would go to Franklin County for its review.

Superior Court Judge Stam thanked the Board and said they were all very excited about the changes and committed to working with design build team.

Ms. Ivey said they had identified approximately $21 million in available funding and depending on the economy, were uncertain about the funding for the next phase.

Other Business

Desautel Hege, Inc. dba DH Contract

Shyanne Palmus and Matt Rasmussen discussed the contract with DH for their assistance in getting out public information around Public Safety Tax education. The original contract was approved, and they were advised to remove the informational video and replace it with a hard copy mailer which would increase the cost by approximately $20,000. They proposed decreasing the contract with DH by $10,000 and go out separately for mailing with Minuteman Press with a cost of printing 83,000 mailers, not including the cost of postage, so it would be two separate projects.

The Board discussed getting the list of registered voters versus sending to all addresses in Benton County. The PA reviewed what they were allowed to do, and since they did not traditionally send out videos, but a mailer was specifically allowed, they had to keep within the normal scope.

MOTION: Commissioner Delvin moved to approve to spend up to $60,000.00 for the informational campaign, with the understanding they would look at using the voter only list to cut back on costs. Commissioner McKay seconded and upon vote, the motion carried.

RFP – Behavioral Expert

Matt Rasmussen said he was working on the RFP for the behavioral expert and the last step was to send to the PA for final review. He asked the Board if it was comfortable having him get the RFP advertised once the PA gave its final approval so he could get it done prior to leaving on vacation. The Board agreed.

Tort Claims

2022-30 – Received from James Cooke on September 28, 2022
2022-31 – Michael Bostic – received September 29, 2022
2022-32 – Received from Jeremy Smith on October 3, 2022
2022-33 – Received from Cody Hopkins on October 3, 2022

Accounts Payable

Check Date: 09/30/2022

Warrants #: 237868-237972
Total all funds: $619,893.67

Wire Transfers #: 134, 142-150, 151, 153, 155
EFT: 74-99
Total all funds: $178,003.23

Resolutions

2022-699: Line Item Transfer, Fund No. 0010, Dept. 115 to 109
2022-700: Declaration of Surplus Property
2022-701: Reappointment of Nancy Aldrich to the Benton Clean Air Agency Board
2022-702: Revising Sheriff's Equipment Purchase & Replacement Fund
2022-703: Amended Superior Court Public Defense Agreement w/Brian Hultgrenn
2022-704: Amended Superior Court Public Defense Agreement w/Michelle Alexander
2022-705: Amended Superior Court Blake Case Conviction Services Agreement w/A Betancourt
2022-706: Juvenile Court Public Defense Services Agreement w/Jared Hanson
2022-707: Early Termination of Superior Court Public Defense Agreement w/Shelley Ajax
2022-708: Early Termination of Juvenile Public Defense Agreement w/Angel Betancourt
2022-709: Contract w/Kiona-Benton City School District for Crime Prevention Program
2022-710: Contract w/Support, Advocacy & Resource Center for Engagement Specialist
2022-711: Change Order No. 1 w/Banlin Construction for Justice Center Front Entrance Security Upgrade
2022-712: Change Order No. 1 w/Goodman and Melenbacher Ent for Shooting Range Expansion Project
2022-713: Contract w/Day Management Corp for Service & Support to Communication & Public Safety Systems

2022-714: Agreement w/LexisNexis for Law Library @ the Jail
2022-715: Contract w/Schindler Elevator Corporation for Maintenance & On-Call Repair for all Locations
2022-716: First Amended Contract w/Master's Touch for Property Tax Statements
2022-717: Granting a Franchise to Level 3 Communications LLC to Place a Fiber Optic Cable System and Facilities in County Road Rights of Way
2022-718: Approving the Updated Benton County Public Works Department Organizational Chart
2022-719: Establishing the Salary Grade for the Public Works Manager
2022-720: Establishing a Public Works Manager Classification Description
2022-721: Authorizing Payment to Strata for Material Testing Performed on CE 2101 Plymouth Road Pavement Overlay Project

There being no further business before the Board, the meeting adjourned at approximately 10:04 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/11/2022
Subject:	Cancel Old Warrants
Presenter:	
Prepared By:	Rayce Miller
Reviewed By:	Aileen Coverdell

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

Pursuant to RCW 36.22.100 "Registered or interest bearing county warrants not presented within one year of the date of their call, and all other county warrants not presented within one year of the date of their issue shall be canceled by the legislative authority of the county and the auditor and treasurer of the county shall cancel all record of such warrants, so as to leave the funds as if such warrants had never been drawn".

Fiscal Impact

Amount: $4,377.22

Funds:	**General Fund**	**0010**
	County Veterans	**1040**
	Human Services	**1080**
	Payroll Clearing	**9902**

Recommendation

Pass the resolution

Suggested Motion

Consent Agenda

Aileen Coverdell
Rayce Miller

Rayce Miller

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELLATION OF UNCLAIMED WARRANTS AS SET FORTH IN RCW 36.22.100.

WHEREAS, RCW 36.22.100, Cancellation of Unclaimed Warrants, specifies in part "…warrants not presented within one year of the date of their issue shall be cancelled by legislative authority of the county…"; and

WHEREAS, certain warrants have not been presented for payment within one year of the date of their issue, from the following funds NOW, THEREFORE;

Name of Fund	Number	Outstanding Balance
General Fund	0010	$3,872.20
County Veterans	1040	$80.00
Human Services	1080	$385.00
Payroll Clearing	9902	$40.02
		TOTAL $4,377.22

BE IT RESOLVED, by the Board of Benton County Commissioners, that all outstanding warrants issued through Accounts Payable on July 1, 2019 thru June 30, 2020 and outstanding warrants issued by Payroll on July 1, 2016 thru June 30, 2021 are hereby canceled. The Auditor and Treasurer of Benton County are instructed to cancel all record of such warrants, so as to leave the funds as though such warrants had never been drawn; and

BE IT FURTHER RESOLVED, the Auditor of Benton County is instructed to exclude outstanding warrants that are redeemed after the preparation, but before the passage of this resolution and all outstanding warrants that are requested in writing by the issuing departments to remain outstanding.

Dated this _____day of _____, 2022.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Cc: L. Roe, R. Miller

Rayce Miller

Stale Dated Outstanding Warrants 06/30/2020

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
General Fund			
7/19/2019	193917	BROWN, NANCY	$16.24
7/19/2019	193923	BUTTS, MICHAEL	$16.84
7/19/2019	193934	COPPINGER, JOHN	$15.51
7/19/2019	193996	KROGSTAD, EIRIK	$23.06
7/19/2019	193998	LARSON, ZOE	$15.93
7/19/2019	194001	LEVITT, KRISTI	$51.09
7/19/2019	194031	PICKARD, TYLER	$18.83
7/19/2019	194053	SCHMIDT, MARGARET	$16.69
7/19/2019	194061	SOMERS, HILLARY	$14.06
7/19/2019	194079	ULLMAN, SOPHIA	$16.69
7/19/2019	194087	WEIS, NATHAN	$12.64
7/19/2019	194098	WRIGHT, JULIANNE	$38.40
7/19/2019	194295	SALSBURY, SAPPHIRE	$12.10
7/19/2019	194233	LIGHT, RONALD	$16.51
8/2/2019	194705	KEYS, STACEY	$11.25
8/2/2019	194737	SMITH, TAMARA	$17.33
8/2/2019	194690	ESCHBACH, ELIZABETH	$18.87
8/2/2019	194825	TAYLOR, BELINDA	$22.01
8/2/2019	194769	DUNN, MONTE	$67.29
8/16/2019	195199	NEAL, SICILY	$11.84
8/16/2019	195212	PITT, DARREN	$19.43
8/16/2019	195216	RAMOS CHAVEZ, JENNIFER	$17.51
8/16/2019	195224	ROBBINS, JEANNE	$32.00
8/16/2019	195225	RODGERS, JERRY	$16.74
8/16/2019	195258	WATTS, JAIME	$11.25
8/16/2019	195263	WINSTON-CALLAWAY, STACY	$21.18
8/16/2019	195047	BISSONETTE, ASHLY	$15.28
8/16/2019	195052	BOGERT, RICHARD	$17.57
8/16/2019	195104	FRANCY, CHRISTOPHER	$17.16
8/16/2019	195113	GEYER, KEVIN	$13.22
9/13/2019	196298	KELLER, PAUL	$19.54
9/13/2019	196328	MORRISON, AMANDA	$15.68
9/13/2019	196346	RICKORDS, CASSANDRA	$12.87
9/13/2019	196350	RODEMAN, TERESA	$20.74
9/13/2019	196361	SHANLEY ORTIZ, ANDREA	$14.11
9/13/2019	196370	SMITH, EAMON	$16.12
9/13/2019	196223	AMES, BLAKE	$19.34
9/13/2019	196224	ANDREATTA, RANDI	$19.38
9/13/2019	196229	BARAHONA AYALA, ISAAC	$13.72
9/19/2019	196796	WUTZKE, TINA	$16.77
9/19/2019	196658	CHRISTENSEN, DARREN	$35.80

Stale Dated Outstanding Warrants 06/30/2020

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
9/19/2019	196678	EDWARDS, JOSHUA	$25.90
9/19/2019	196680	ENGHUSEN, KEN	$35.22
9/19/2019	196687	GARNETT MCCREDY, DANIEL	$18.39
9/19/2019	196707	KIRBY, CHAD	$42.21
9/27/2019	197344	SVANCARA, GENE	$18.27
9/27/2019	197377	WOYCHESHIN, MARY	$15.80
9/27/2019	197142	BAGLEY GOLDING, EMILY	$12.39
9/27/2019	197149	BISHOP, ETHAN	$12.92
9/27/2019	197170	DANIELS, JEFFREY	$15.75
9/27/2019	197189	FAIRCHILD, KAY	$8.18
9/27/2019	197212	HARLOW, ERIKA	$21.54
9/27/2019	197235	KEHELEY, THOMAS	$15.10
9/27/2019	197258	LUNSTAD, JANA	$20.73
10/18/2019	197833	BELSITO, ANGELO	$11.74
10/18/2019	197827	ARMSTRONG, DIANNE	$20.23
10/18/2019	197837	BOYKIN, BERNARD	$17.39
10/18/2019	197845	CHASE, DREW	$16.55
10/18/2019	197920	LEVITT, MARC	$11.30
10/18/2019	197934	MASTERSON, JOHN	$14.14
10/18/2019	197990	TRAVIS, BROOKE	$15.88
11/15/2019	198936	BLANKENBECKLER, JEFFREY	$11.68
11/15/2019	198955	BROCX, CARRIE	$16.95
11/15/2019	198975	CHRISTENSEN, SARRAH	$20.74
11/15/2019	198987	CORNELISON, KADE	$17.52
11/15/2019	199010	DOMAS, TODD	$39.40
11/15/2019	199297	STARK, BRYAN	$12.20
11/15/2019	199335	WOLF, DANIEL	$21.07
11/15/2019	199079	HEMBREE, MARIE	$13.19
11/15/2019	199080	HIBBS, KATHY	$19.57
11/15/2019	199095	JACOBS, KYLE	$17.86
11/15/2019	199099	JAYNES, ROY	$21.10
11/15/2019	199109	KADOOKA, KEVIN	$15.42
11/15/2019	199162	MELVIN, ALEXANDER	$16.96
11/15/2019	199168	MEYER, STEPHEN	$15.38
11/15/2019	199184	MUNSON, BARTON	$13.41
11/15/2019	199185	MUNSON, WENDY	$13.41
11/15/2019	199199	OLDHAM, DAYTON	$15.20
11/15/2019	199202	ORR, KIP	$32.44
11/15/2019	199225	POWELL, JENNIFER	$13.46
11/15/2019	198908	ANDERSON, LORI	$16.12
11/15/2019	198910	APPLEBY, JASON	$12.53
11/27/2019	199871	MOORE, BRIAN	$17.41

Stale Dated Outstanding Warrants 06/30/2020

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
11/27/2019	199879	NGUYEN, LINDSAY	$18.31
11/27/2019	199911	ROGERS, GARRICK	$19.50
11/27/2019	199926	SHULTZ, ANDREW	$12.81
11/27/2019	199934	STEVENS, DANIEL	$15.10
11/27/2019	199943	TARR, KRISTA	$67.80
11/27/2019	199952	TRIMBERGER, BRYAN	$16.65
11/27/2019	199955	URSUA, RUBI	$15.89
11/27/2019	199960	VANZANDT, HEATHER	$24.15
11/27/2019	199966	WATTS, JIMMY	$14.81
11/27/2019	199969	WENDLAND, KENNETH	$17.12
11/27/2019	199972	WHITEMAN, PATRICK	$12.24
11/27/2019	199695	ANTONSON, PATRICK	$16.51
11/27/2019	199707	BEAVER, DAVID	$15.20
11/27/2019	199733	CARRILLO, JESUS	$23.15
11/27/2019	199734	CASILLAS, CASEY	$16.30
11/27/2019	199748	COSS, JEFFREY	$15.45
11/27/2019	199780	FERGUSON, RYAN	$15.24
11/27/2019	199803	GREENOUGH, JESSE	$36.96
11/27/2019	199858	MASSENGALE, JOHN	$24.34
12/19/2019	200689	ABBOTT, ETHAN	$17.86
12/19/2019	200697	BARGER, JEREMY	$36.54
12/19/2019	200710	BROWN, JAMES	$16.80
12/19/2019	200725	COOPER, WILLIAM	$17.17
12/19/2019	200740	EPPERLY, JAMES	$77.10
12/19/2019	200742	FANKHOUSER, SANDRA	$12.83
12/19/2019	200744	FREDRICKSON, JOHN	$19.20
12/19/2019	200808	MARSHALL, ROBERT	$13.33
12/19/2019	200828	NORBERG, DUSTIN	$14.91
12/31/2019	201551	GAROFOLA, CHRISTOPHER	$17.28
12/31/2019	201601	MARTIN, TERRENCE	$23.75
12/31/2019	201607	MCFALL, DEVIN	$21.90
12/31/2019	201609	MCLEOD, NANCY	$22.40
12/31/2019	201668	SPURGEON, DENICE	$34.77
12/31/2019	201676	SWAN, GABRIEL	$12.98
1/17/2020	202002	BRADFORD, ELIZABETH	$14.33
1/17/2020	202021	HAMILTON, KAY	$17.33
1/17/2020	202027	HELLER, GABRIELLE	$35.36
1/17/2020	202050	OAKLEY, JOSHUA	$17.40
1/17/2020	202083	WADDLE, NICOLE	$14.36
1/17/2020	202100	CLEAVENGER, KIM	$11.62
1/17/2020	202132	MITTELSTAEDT, MARI	$14.62
1/17/2020	202158	THOMPSON, MICHAEL	$21.63

Stale Dated Outstanding Warrants 06/30/2020

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
1/17/2020	202425	WATTS, TRACY	$28.78
1/31/2020	202818	ANTONSON, JOSHUA	$13.39
1/31/2020	202821	BACIU, DAN-ADRIAN	$16.24
1/31/2020	202828	CAMPBELL, JENNIFER	$18.12
1/31/2020	202888	MCMURRAY, KRISTINE	$32.54
1/31/2020	202901	NICHOL, REGGIE	$12.08
1/31/2020	202905	OSSIGINAC, ELLEN	$30.02
1/31/2020	202924	RUNGE, RICHARD	$11.63
2/28/2020	203919	PETERSON, JORDAN	$16.57
2/28/2020	203949	SAMCOFF, KAYLA	$24.00
2/28/2020	203969	THOMAS, ELIZABETH	$35.02
2/28/2020	203793	BERNARD, LESLEY	$17.64
2/28/2020	203813	CLAYPATCH, TAMARA	$28.16
2/28/2020	203822	DELVEAUX, AARON	$25.22
2/28/2020	203901	MCMURDO, HEATHER	$18.44
3/20/2020	204704	LOWE, JONATHAN	$15.03
3/20/2020	204772	PURVIS, RUSSELL	$28.45
3/20/2020	204777	REILLY, KEEFE	$14.21
3/20/2020	204792	SALAZAR, JESSE	$32.06
3/20/2020	204799	SHORT, STEVEN	$19.17
3/20/2020	204802	SMITH, KENDAL	$59.37
3/20/2020	204805	SPARHAWK, JOSH	$12.21
3/20/2020	204820	STRAWN, DALTON	$30.41
3/20/2020	204833	TINDELL, TEA	$21.66
3/20/2020	204849	WEAGANT, HEATHER	$19.72
3/20/2020	204861	ZARING, TRACY	$44.19
3/20/2020	204565	CHEVERES, ANGELINA	$23.07
3/20/2020	204594	EDWARD, ASANTE	$11.15
3/20/2020	204611	FOUTS, NEENA	$17.22
3/20/2020	204642	HARVEY, ALAN	$34.72
3/20/2020	204655	HUGHS, WARREN	$17.33
3/20/2020	204659	INGOLIA, GRACE	$77.05
3/20/2020	204686	LANDINE, RICA	$57.99
4/24/2020	206022	DEWEBER, HEATHER	$16.78
7/5/2019	193652	DELAGARZA, JESSYLYNN	$10.00
7/5/2019	193694	VAZQUEZ, ELAINE	$10.00
7/5/2019	193653	DELAGARZA, JESUS	$13.60
8/2/2019	194766	DAVIES, RYAN	$11.15
8/16/2019	195451	ROSS, TODD	$13.48
8/16/2019	195450	ROSS, CHARMAINE NAPUA	$13.48
8/16/2019	195390	MARSHALL, RHAMI	$14.64
8/16/2019	195488	WILDER, MARGOT A	$16.96

Stale Dated Outstanding Warrants 06/30/2020

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
9/13/2019	196483	JONES, HOPE	$10.00
11/15/2019	199420	HAMMED, SABRINA	$16.38
11/15/2019	199522	VALDEZ, MARIA DEL CARMEN	$25.08
11/27/2019	200160	FIGUEROA, VERENICE	$36.94
11/27/2019	200262	VAUGHN, RYAN	$14.41
12/6/2019	200427	REYES, EMILY	$10.00
12/6/2019	200411	MILLER, JAKE	$21.60
12/20/2019	201061	LOVE, JADEN JOSEPH	$15.80
2/14/2020	203361	MCDAID, TOMMI	$10.00
5/1/2020	206223	SOKOLOFF, MICHAEL	$174.45
6/19/2020	207339	MADRIGAL, SARA	$20.35
7/19/2019	194205	GUZMAN-LARA, ADALBERTO VICENTE	$10.00
3/20/2020	205001	PRIEST, MELISSA	$10.00
3/20/2020	205002	PRIEST, WILLIAM	$10.00
3/20/2020	204931	HOEFER, JOSHUA	$10.00
3/20/2020	204932	HOEFER, NATALIE	$10.00
		General Fund Total	$3,872.20
County Veterans			
9/13/2019	196456	CROSSPOINTE APTS.	$45.00
10/4/2019	197560	COPPER RIDGE APARTMENTS	$35.00
		County Veterans Total	$80.00
Human Services			
2/14/2020	203380	OXFORD HOUSE JADWIN	$385.00
		Human Services Total	$385.00
Payroll Clearing			
11/18/2016	240141	BOSTIC, RACHEL	$5.94
11/18/2016	240142	ELZIE, FLOYD	$28.89
12/10/2019	242325	BENSON, SHANE	$5.19
		Payroll Clearning Total	$40.02
		Grand Total	**$4,377.22**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 139

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto; and

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: CARES/ARPA Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5131000	54103	Professional Services	$4,000,000	5971000	50007	T/O Juvenile	$4,000,000
TOTAL			$4,000,000	TOTAL			$4,000,000

Explanation:

To appropriate budget to transfer out to Juvenile Operations

Prepared by: Linda Ivey Date: 21-Sep-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 139

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto; and

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: CARES/ARPA Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: / TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5131000	54103	Professional Services	$1,304,000	5971000	50009	T/O Election Reserve	$804,000
				5971000	50019	T/O Fair Operations	$500,000
TOTAL			$1,304,000	TOTAL			$1,304,000

Explanation:

To appropriate budget to transfer out to Election Reserve & Event Center/Fair Operations

Prepared by: Linda Ivey Date: 21-Sep-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 139

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto; and

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: CARES/ARPA Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: / TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5131000	54103	Professional Services	$940,000	5971000	50002	T/O Sustainable Development	$440,000
				5971000	50006	T/O Park Development	$500,000
TOTAL			$940,000	TOTAL			$940,000

Explanation:

To appropriate budget for Transfer out to Park Development and Sustainable Development

Prepared by: Linda Ivey Date: 21-Sep-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/11/2022
Subject:	Kelly time and time loss Grievance Settlement Agreement and Release
Presenter:	
Prepared By:	L. Wingfield
Reviewed By:	

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Between July and December 2021, Teamsters 760 representing Corrections Supervisors served multiple grievances regarding Chad Blair's use of sick leave while on time loss due to what they believed to be wrongly calculated Kelly time. During that time, the County and the Union have had multiple conversations in an attempt to resolve this issue. The parties have come to an agreement to credit the employee 24 hours of sick leave back into their sick leave bank.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and the attached Kelly Time and Time Loss Grievance Settlement Agreement and Release.

Suggested Motion

consent

cc: HR, Auditor, Hallstrom, Corrections Department, Teamsters 760 Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A KELLY TIME AND TIME LOSS GRIEVANCE SETTLEMENT AGREEMENT AND RELEASE WITH TEAMSTERS 760 REPRESENTING CORRECTIONS DEPARTMENT SUPERVISORS.

WHEREAS, an agreement has been reached to settle the Kelly time and time loss grievance for a Corrections Corporal, **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve and sign the attached Kelly Time and Time Loss Grievance Settlement Agreement and Release with Teamsters 760 representing Corrections Department Supervisors regarding a Corrections Corporal's sick leave usage as it relates to Kelly time while being on time loss.

Dated this_____ day of _____, 2022.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Hallstrom, Corrections Department, Teamsters 760

Prepared by: L. Wingfield

KELLY TIME AND TIME LOSS GRIEVANCE SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (Agreement) is effective upon signature by all parties, and is made by and between releasing Teamsters Local 760 (UNION), representing the Corrections Department Supervisors, Releasing Grievant Chad Blair (EMPLOYEE) and, the Benton County Corrections Department (BCCD), Benton County (COUNTY), including all appointed and elected (State and county) officials, agencies, departments, representatives, insurers, employees, agents, assigns, attorneys and/or successors, of Benton County, (collectively EMPLOYER).

WHEREAS, on July 22, 2021, the UNION served its Step 1 grievance on behalf of EMPLOYEE'S Kelly time calculations when they were on time loss, resulting in taking more accrued sick leave than they felt was necessary; and

WHEREAS, the parties hereto desire to fully resolve, compromise, relinquish and forever settle, any and all demands, disputes, grievances, claims and/or allegations, by and between the parties, arising out of, or related to, the EMPLOYEE'S Kelly time and sick leave calculations while they have been on time loss, the UNION'S Step 1 grievance of July 22, 2021, the UNION'S Step 2 grievance on October 4, 2021, and intended advancement by the UNION to grievance arbitration pursuant to the controlling collective bargaining agreement, resulting in the successful culmination of settlement negotiations in connection with the above-referenced grievance and any and all related issues.

NOW THEREFORE, the parties do hereby agree as follows:

1. PAYMENTS TO EMPLOYEE: On the payroll following final signature on this Agreement, Chad Blair will be credited twenty-four (24) hours of sick leave into their sick leave accrual bank.

2. NO PRECEDENCE: The terms and conditions of this Agreement shall not be considered to set a precedent, including without limitation, the application and interpretation of the existing collective bargaining agreement and successor collective bargaining agreements, including the grievance process and related procedures, and, settling out-of-class pay and/or promotion claims.

3. FULL AND COMPLETE RESOLUTION: The terms and conditions of this Agreement constitute full and complete settlement, resolution and release, of any and all claims, disputes, grievances and/or allegations by and between the parties, arising out of and/or related to, EMPLOYEE'S Kelly time and sick leave while on time loss, the UNION'S Step 1 grievance of July 22, 2021, the UNION's Step 2 grievance of October 4, 2021, and any and all related issues, in any and all forums.

4. DISPUTES: This Agreement shall be governed by and construed in accordance with, the laws of the State of Washington, and any disputes concerning this Agreement shall be resolved through the grievance procedure of the controlling collective bargaining agreement between EMPLOYER and UNION.

5. The signatories to this release acknowledge that in consideration of this Agreement, and payment referenced herein to Releasing EMPLOYEE, shall be contingent on the execution of this release. Accordingly, upon execution of this release, Releasing EMPLOYEE and UNION claims in this matter will be satisfied in full without costs, and both parties will therefore bear their own attorney fees, costs, and any and all other expenses, including but not limited to, expert witness fees, and any other expenses or costs arising out of or in any way associated with, this claim, and any and all related issues.

6. Effective upon implementation of this Agreement, all parties hereto absolutely further release and discharge each other, their agencies, appointed and elected officials, departments, agents, employees, representatives, assigns, insurers, attorneys and successors, subsidiaries, if any, divisions, officers, directors, controlling persons, or joint ventures from any and all past, present, or future claims, civil or otherwise, demands, liability, damages, costs, expenses, actions, causes of actions, or suits of any kind whatsoever on account of, or in any way related to, the incident involved in, or forming the basis for this claim.

7. The undersigned parties acknowledge, represent, and agree that they have read this Agreement and fully understand the terms thereof. All parties have had an opportunity to participate in the drafting of this Agreement. The parties therefore waive the general rule of construction that an agreement shall be construed against its drafter.

8. Releasing EMPLOYEE has had the opportunity to be advised as to the benefits and consequences of settlement and the execution of this Agreement is the result of the Releasing EMPLOYEE'S own choosing as to the propriety and legal effect of executing it, and neither the Agreement nor the compromise and settlement recited in it were induced by fraud, coercion, compulsion or mistake, nor is this Agreement nor the compromise and settlement made in reliance upon any statement or representation of any of the parties released by this Agreement, or their representatives, agents or attorneys.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all agreements, commitments, arrangements, negotiations, representations, or undertakings, whether oral or written, between the parties, and there are no other agreements, covenants, undertakings, representations, or warranties with respect to the subject matter of this Agreement other than those expressly set forth and referred to herein.

11. Each term and provision of this Agreement constitutes a separate undertaking, covenant, or promise. In the event that any term or provision hereof is determined to be unenforceable, invalid, or illegal in any respect, the remaining terms and provisions shall continue to be enforceable and valid. If any term or provision hereof shall, for any reason, be held to be excessively broad as to time, duration, activity, scope, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent permitted by applicable law of the State of Washington.

IN WITNESS WHEREOF, the parties caused this Agreement to be signed by their duly constituted and legal representatives and consider themselves to be bound by the terms and conditions of this Agreement, and in agreement to the above terms and conditions of this Agreement.

TEAMSTERS LOCAL 760

Leonard A. Crouch

Leonard Crouch, Secretary/Treasurer

Date: 9.14.22

EMPLOYEE

Chad Blair

Chad Blair

Date: 9-27-22

BOARD OF BENTON COUNTY COMMISSIONERS

_____

Chair

_____

Member

_____

Member

Constituting the Board of
Benton County Commissioners

Attest:

_____

Clerk to the Board

Date: _____

Approved as to form:

_____

Stephen Hallstrom, DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11th, 2022
Subject:	Proclamation Declaring October 2022 as National Disability Employment Awareness Month
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☐ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

National Disability Employment Awareness Month is observed annually in October to celebrate the contributions of America's workers with disabilities past and present and showcase supportive, inclusive employment policies and practices.

Employers who support people with disabilities saw a 90% increase in employee retention.

95% of employees with disabilities were rated as average or above average when it comes to safety.

86% of employees with disabilities were rated above average or average in attendance.

Fiscal Impact

N/A

Recommendation

Sign proclamation declaring October 2022 as **National Disability Employment Awareness Month.**

Suggested Motion

Approve as part of the consent agenda.

Resolution

PROCLAMATION

BY THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

WHEREAS, October 2022 marks the 77th anniversary of National Disability Employment Awareness Month; and

WHEREAS, the purpose of National Disability Employment Awareness Month is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS, workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS, Benton County is committed to Employment for ALL, and calls upon employers, schools, and other community organizations to observe October as National Disability Employment Awareness Month and advance its message that people with disabilities add value and talent to our workplaces and communities;

NOW THEREFORE, as the County Commissioners of Benton County, Washington, we do hereby **PROCLAIM** October 2022 as

National Disability Employment Awareness Month

Dated this _____ of _____ 2022.

Chair

_____

Member

_____

Member

_____

Constituting the Board of County Commissioners,

Benton County, Washington

Attest: _____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	2022 (FY) Continuum of Care Program Grant Agreement
Presenter:	
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan, Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

The United States Department of Housing and Urban Development (HUD) has entered into an agreement with Benton County Department of Human Services to operate the Benton County Shelter Plus Care Program through the 2022 Continuum of Care Program Grant Agreement.

The program is designed to: promote community wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness

Fiscal Impact

Amount: Total grant amount of $122,643.00

Fund: 0108-101 Human Services Budget

Recommendation

Approve signing Original Continuum of Care (CoC) Program Grant No: WA0072L0T012114, FY 2022 Continuum of Care Program Grant Agreement with United States Department of Housing and Urban Development.

Suggested Motion

Approve as part of the consent agenda.

BENTON COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING SCOPE OF WORK TO THE CONTINUUM (CoC) OF CARE PROGRAM GRANT NUMBER: WA0072L0T012114 BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, the United States Department of Housing and Urban Development (HUD) would like to enter into an agreement with Benton County Department of Human Services to operate the Benton County Shelter Plus Care Program through the 2022 FY Continuum of Care Program Grant Agreement; and

WHEREAS, the Continuum of Care program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389); and

WHEREAS, the program is designed to: promote community wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness; **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, the Scope of Work for Continuum of Care (CoC) Program Grant Number: WA0072L0T012114, between the United States Department of Housing and Urban Development (HUD) and Benton and Franklin Counties Department of Human Services, to operate the Benton & Franklin Counties Shelter Plus Care Program, for a total grant amount of $122,643.00; and

BE IT FURTHER RESOLVED, Kyle Sullivan, Manager of the Department of Human Services has the authority to DocuSign this agreement; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the November 1, 2022 and ends on October 31, 2023.

Dated this.....day of ....., 2022

_____
Chairman of Board

_____
Member

_____
Member
Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

BC Commissioners, Human Services D. Horton

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
909 First Avenue
Suite 200
Seattle, WA 98104

Grant Number: WA0072L0T012114
Tax ID Number: 91-6001296
Unique Entity Identifier [SAM]:

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Benton & Franklin Counties Department of Human Services (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

2. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation authorized by this grant agreement is $122,643, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
WA0072L0T012114	12 months	11-01-2022 - 10-31-2023	11-01-2022 - 10-31-2023	$122,643

a. Continuum of Care planning activities	$0
b. Acquisition	$0
c. Rehabilitation	$0
d. New construction	$0
e. Leasing	$0
f. Rental assistance	$113,484
g. Supportive services	$0
h. Operating costs	$0
i. Homeless Management Information System	$0
j. Administrative costs	$9,159
k. Relocation Costs	$0
l. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium-term rental assistance	$ 0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Grant No.: WA0072L0T012114
2022 Shelter Plus Care Renewal Agreement

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For Benton County:

Chair Date

Attest:

Clerk of the Board

Approved as to form:		**Approved as to form:**
Dept. of Human Services		Benton Co Prosecutor's Office

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.
To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Approving a Business Associate Agreement (BAA) Between Benton County and Cisco Systems, Inc. for Benton County Corrections
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Prosecuting Attorney Dept. Civil Division, Corrections

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton County Corrections has asked the Information Technology (IT) Department to obtain a Cisco Business Associate Agreement (BAA) between the County and Cisco Systems, Inc. which validates Cisco Systems, Inc. use of privacy and security rules as set forth by the Department of Health and Human Services (DSHS) as established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Cisco BAA is needed for the Corrections Department to keep using medical/physician services while utilizing Cisco voice and or WebEx communication platforms. Using medical voice and video services has improved inmate access to trained medical professionals while reducing traditional costs of bringing these medical services on site. The Prosecuting Attorney's office has reviewed and approved as to form.

Cisco Systems, Inc. will not sign the BAA until the County signs.

Fiscal Impact

Amount: **No Cost to the County**

Fund: **N/A**

Recommendation

Information Technology recommends that the Board authorize the Chairman of the Board to sign the Cisco Business Associate Agreement (BAA) between Benton County and Cisco Systems, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A BUSINESS ASSOCIATE AGREEMENT BETWEEN BENTON COUNTY AND CISCO SYSTEMS, INC. FOR THE DEPARTMENT OF BENTON COUNTY CORRECTIONS

WHEREAS, the Department of Benton County Corrections has been taking advantage of the County's Cisco voice and WebEx communication environment to include inmate access to medical services; and

WHEREAS, medical services and providers are requiring the Corrections Department to have a signed Business Associate Agreement (BAA) between Benton County and Cisco Systems, Inc. that validates the use of privacy and security rules as set forth by the Department of Health and Human Services (DSHS) established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA); and

WHEREAS, on September 15, 2020, per Resolution 2020-616, the Board approved a three-year cisco Flex agreement that includes licensing Benton County with Cisco WebEx Meetings, WebEx Calling, WebEx Instant Messaging, and Cisco's Contact Center until September 15, 2023; and

WHEREAS, utilizing Cisco voice and Webex communication platforms has improved inmate access to trained medical services/providers while reducing traditional costs associated with bringing these medical services on site; and

WHEREAS, Information Technology recommends that the Board approve and sign the Cisco BAA to allow the Corrections Department to continue to use Cisco voice and Webex services to accommodate and improve inmate access to medical services; and

WHEREAS, the Prosecuting Attorney's Civil Division has reviewed the agreement and has approved to form; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology and authorizes the Chairman of the Board to sign the Cisco Business Associate Agreement (BAA) between Benton County and Cisco Systems, Inc. for the Department of Benton County Corrections; and

BE IT FURTHER RESOLVED, the term of this agreement starts upon signature and continues until Benton County is no longer licensed for Cisco voice or WebEx services or unless terminated earlier by written notice by either party.

Dated this 11 day of October , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Corrections

Prepared by: R. Heard

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Business Associate Agreement

This Business Associate Agreement ("**Agreement**") is made and entered into effective as of the date of last signature by each Party hereto (the "**Effective Date**") by and between Benton County, WA and its affiliates, ("**Covered Entity**") and Cisco Systems, Inc., and its affiliates ("**Business Associate**").

Recitals

WHEREAS, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, as amended by the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005, Part I, Title XIII, Subpart D, Sections 13401-13409, (the "**HITECH Act**"), (collectively, "**HIPAA**") provides that Covered Entity comply with standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, the Department of Health and Human Services has issued regulations under HIPAA (the "**HIPAA Regulations**"), including the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, sub-parts A and E, as amended by the HITECH Act (the "**Privacy Rule**") and the Standards for Security of Electronic Protected Health Information, 45 CFR Parts 160, 162 and 164, as amended by the HITECH Act (the "**Security Rule**") (collectively, the "**Privacy and Security Rules**"); and

WHEREAS, Sections 164.502(e) and 164.504(e) of the Privacy and Security Rules set forth standards and requirements for Covered Entity to enter into written agreements with certain business associates that will have access to Covered Entity's Protected Health Information (as defined below); and

WHEREAS, Business Associate will provide the Cisco branded services referred to as

	Cisco Advanced Phishing Services	X	Cisco Support Services (including Cisco SmartNet)
	Cisco Advanced Services		Cisco Umbrella
X	Cisco Advanced Malware Protection (Cisco AMP)	X	Webex Calling
	Cisco AMP Threat Grid	X	Webex Meetings
	Cisco BroadCloud Calling	X	Webex App
	Cisco Cloud E-mail Security	X	Webex Contact Center
	Cisco CloudLock		Cisco StealthWatch
	Cisco Cognitive Threat Analytics	X	Cisco Identity Service Engine
	Cisco Defense Orchestrator	X	Webex Webinars

, (the "Services") to Covered Entity.

NOW THEREFORE, in consideration of the mutual promises below, the parties agree as follows:

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1. Definitions

1.1. "**Breach**" shall have the meaning given to such term in 45 CFR Section 164.402.

1.2. "**Designated Record Set**" shall have the meaning given to such term under the Privacy Rule at 45 CFR Section 164.501.

1.3. "**Electronic Protected Health Information**" or "**Electronic PHI**" shall mean Protected Health Information which is transmitted by or maintained in Electronic Media (as defined in the Privacy and Security Rules), and for purposes of this Agreement, shall be limited to the information Business Associate received from or created, maintained, transmitted or received on behalf of Covered Entity.

1.4. "**Individual**" shall have the meaning given to such term under the Privacy and Security Rules at 45 CFR Section 160.103.

1.5. "**Protected Health Information**" or "**PHI**" shall have the meaning given to such term under the Privacy and Security Rules at 45 CFR Section 160.103, limited to the information maintained, created or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information".

1.6. "**Required by Law**" shall have the meaning given to such term under the Privacy and Security Rules at 45 CFR Section 164.103.

1.7. "**Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.8. "**Security Incident**" shall have the meaning given to such term under the Security Rule at 45 CFR Section 164.304.

2. Permitted Uses and Disclosures of PHI

Business Associate agrees not to use or further disclose PHI received or created by Business Associate (or its agents and subcontractors) other than as permitted or required by this Agreement or as otherwise Required by Law. In connection with the foregoing and except as otherwise limited in this Agreement, Business Associate may:

2.1. Use or disclose PHI received or created by Business Associate to perform functions, activities or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity;

2.2. Use PHI received or created by Business Associate for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and

2.3. Disclose PHI received or created by Business Associate for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided (i) the disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Responsibilities of Business Associate

3.1. Appropriate Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, as required by the Security Rule.

3.2. Reporting of Improper Use or Disclosure. Business Associate shall report to Covered Entity, as soon as reasonably practicable, any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information (as defined in the Privacy and Security Rules). Knowledge of any improper use or disclosure by an agent or subcontractor

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of Business Associate shall not be imputed to Business Associate unless and until such agent or subcontractor shall have reported such improper use or disclosure to the Business Associate representative responsible for the Covered Entity engagement. With respect to Electronic PHI, Business Associate shall, as soon as reasonably practicable, report to Covered Entity any Security Incident. The parties acknowledge and agree that this Section 3.2 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined herein) for which no additional notice to Covered Entity shall be required. "**Unsuccessful Security Incidents**" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

3.3. Business Associate's Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides any PHI received from Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

3.4. Access to PHI. To the extent that Business Associate maintains PHI in a Designated Record Set, and to the extent that Business Associate maintains the key or has the ability to decrypt the PHI in a Designated Record Set, Business Associate shall make such information available to the Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Covered Entity in order to meet the requirements under 45 CFR Section 164.524.

3.5. Amendment of PHI. To the extent that Business Associate maintains PHI in a Designated Record Set, and to the extent that Business Associate maintains the key or has the ability to decrypt the PHI in a Designated Record Set, Business Associate shall make any amendment(s) to such information that Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity.

3.6. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

3.7. Accounting of Disclosures. Business Associate agrees to provide to Covered Entity, in the reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.6 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

3.8. Governmental Access to Records. Business Associate shall make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

4. Responsibilities of Covered Entity

In addition to any other obligations set forth in this Agreement, Covered Entity shall:

4.1. provide to Business Associate only the minimum PHI necessary to accomplish the Services;

4.2. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, as required by the Security Rule;

4.3. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

4.4. notify Business Associate of any restrictions to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI; and

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4.5. obtain any consent or authorization that may be required by applicable or federal or state laws and regulations prior to furnishing PHI to Business Associate.

5. Term and Termination

5.1. Term. This Agreement will commence on the Effective Date and will terminate upon expiration or termination of all contracts, agreements or arrangements governing the services provided by Business Associate to which this Agreement applies, unless terminated earlier by written notice by either Party.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall either (i) provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity, or (ii) immediately terminate this Agreement if cure is not possible.

5.3. Effect of Termination.

a. Except as provided in paragraph 5.3.b., of this Section 5.3, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and shall retain no copies of the PHI.

b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If Business Associate determines that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. Regulatory References

A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

7. Amendment

The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and HIPAA.

8. No Agency Relationship

The parties agree that each individual party shall maintain its own independent HIPAA and HITECH Act compliance obligations. The parties will be providing their services as separate legal entities and independent contractors. The parties expressly agree that no agency relationship is created by this Agreement with regard to the individual parties' HIPAA obligations. Each party certifies that (1) Covered Entity shall not have the right or authority to control Business Associate's conduct in the performance of services or in the performance of HIPAA obligations; (2) Covered Entity shall not have the authority to direct the daily performance of services by Business Associate; and (3) Covered Entity shall not have the right to give interim instruction to Business Associate regarding the performance of services.

9. Survival

The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

10. No Third-Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11. Interpretation

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

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12. Waiver of Consequential Damages

In no event shall Business Associate be liable for any; (i) special, incidental, indirect or consequential damages; (ii) loss of any of the following: profits, revenue, business, anticipated savings, use of any product or service, opportunity, goodwill or reputation; or (iii) lost or damaged data.

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13. Entire Agreement

This Agreement represents the entire agreement between the parties regarding Protected Health Information and replaces any prior oral or written communications between the parties, except as agreed in writing by the parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied. This Agreement may only be modified by a written document executed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

Benton County, WA

Authorized Signature

Name Shon Small

Title Chairman, Board of County Commissioners

Date September 12, 2022

Address Board of Benton County Commissioners
620 Market Street
Prosser, WA 99350

United States

Cisco Systems, Inc.

Authorized Signature

Name

Title

Date

Address

170 W Tasman Drive

San Jose

CA 95134

United States

Approved as to form.

DocuSigned by:
Eric Andrews
B4F76735B8A1486...
Date 9/29/2022

Eric Andrews
Benton County Deputy Prosecuting Attorney
Civil Division

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Amendment to professional services agreement with Brandon Landon
Presenter:	n/a
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County currently contracts with attorney Brandon Landon ("Attorney") for public defense services in Benton County Juvenile Court by way of a professional services agreement (executed through Resolution #2022-007 (the "Contract").

Because of firm change, it has become necessary to amend the professional services agreement with Attorney to change the contract payee as requested by contractor.

The proposed amendment accomplishes this.

Fiscal Impact

None

Recommendation

Recommend approving the proposed amendment to the professional services agreement with Branden Landon to change the contract payee as requested by contractor.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE JUVENILE COURT PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY BRANDEN LANDON TO PROVIDE FOR A CHANGED CONTRACT PAYEE AS REQUESTED BY CONTRACTOR

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Juvenile Court for criminal cases ("Services"); and

WHEREAS, County has been contracting with attorney Branden Landon ("Attorney") to provide Services by way of a professional services agreement ("Agreement"); and

WHEREAS, it has become necessary to modify the nature of the Services provided by Attorney because of firm change; and

WHEREAS, it is therefore appropriate to amend the Agreement with Attorney to provide for changed contract payee as requested by contractor; **NOW, THEREFORE**

BE IT RESOLVED that the public defense professional services agreement with attorney Branden Landon, previously executed by and through Resolution #2022-007, is hereby amended as proposed, to provide for a changed contract payee as requested by contractor.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

_____
Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Branden Landon
Copy – Auditor, S Godinez

M. Vander Sys

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AMENDED

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY JUVENILE COURT

BCSC2022-007

CONTRACT SUMMARY			
Contract Type	Monthly		
Contract Number	BCSC2020-860	**Contract Holder**	Branden Landon
WSBA #	55433	**Effective Dates**	October 1, 2022
Caseload Cap	**235**	**Compensation**	**$7145 per month**
Assigned Court	**Juvenile Court**	**Compensation Structure**	**By the case but paid monthly**
Compensation paid to:	Landon Law, PLLC		
Contract Slot Identifier SCC-1			

THIS AGREEMENT previously entered into by and between **Branden Landon,** attorney at law, Washington State Bar Association #55433 (“Attorney”), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision (”County”), for and on behalf of the Benton County Superior Court.

IS HEREBY AMENDED AS FOLLOWS:

12. **COMPENSATION.**

Compensation shall be made payable to ***Landon Law, PLLC since is a principal with that firm.***

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IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:
Michael Vander Sys
3C4D65ED0BC4489...

Michael Vander Sys
Public Defense Manager

ATTORNEY

9/26/2022
Date_____

DocuSigned by:
Branden Landon
42C9C6ED815F4C8...

Branden Landon, WSBA 55433

SIGNING AUTHORITY FOR FIRM (required if attorney is an associate with a law firm)

_____, WSBA _____

I am a principal with signing authority for [Payee]. I acknowledge and understand that the above-referenced Attorney, who is an associate with my firm, is about to enter into a public defense agreement with Benton County. I consent to this agreement, represent that my firm has sufficient resources to assist Attorney in faithfully carrying out his/her obligations pursuant to this Agreement and in complying with Washington State public defense laws, rules, and standards.

DocuSign Envelope ID: F8276A6E-CCE8-448A-84F6-25C33431B9D1

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Amendment to professional services agreement with Bertha Ramon Arteaga for Interpreter Services in Benton County District and Superior Courts
Presenter:	n/a
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County currently contracts with Interpreter Bertha Ramon Arteaga ("Interpreter") for interpreter services in Benton County Superior and District Court by way of a professional services agreement (executed through Resolution #2021-904 (the "Contract").

Because of a decline in the need for interpreter services, it has become necessary to amend the professional services agreement with Interpreter.

The proposed amendment accomplishes this.

Fiscal Impact

None

Recommendation

Recommend approving the proposed amendment to the professional services agreement with Bertha Ramon Arteaga to address the decline in need for investigator services.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE PROFESSIONAL SERVICES AGREEMENT WITH INTERPRETER BERTHA RAMON ARTEAGA TO PROVIDE FOR INTERPRETER SERVICES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS

WHEREAS, Benton County ("County") is obligated by law to provide interpreter services in Benton County District and Superior Courts for cases requiring interpreter services ("Services"); and
WHEREAS, County has been contracting with interpreter Bertha Ramon Arteaga ("Interpreter") to provide Services by way of a professional services agreement ("Agreement"); and

WHEREAS, it has become necessary to reduce the nature of the Services provided by Interpreter because of a decline in the need for interpreter services; and

WHEREAS, it is therefore appropriate to amend the Agreement with Interpreter to provide for decline in need for interpreter services; **NOW, THEREFORE**

BE IT RESOLVED that the public defense professional services agreement with interpreter Bertha Ramon Arteaga, previously executed by and through Resolution #2021-904, with a reduction in compensation to $700.00 per month for up to 10 hours and $70.00 per hour for excess hours, effective 10/1/22 through 12/31/23, is hereby amended as proposed, to provide for the decline in need for interpreter services.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

_____
Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Bertha Ramon Arteaga M. Vander Sys
Copy – Auditor, S Godinez

DocuSign Envelope ID: 108D508A-ACC8-4678-A7AE-EB346B59126D

AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE VICTIM INTERVIEW INTERPRETER SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY SUPERIOR AND DISTRICT COURTS BCINT2223BR001

CONTRACT SUMMARY			
Contract Type	Interpreter services victim interviews – monthly flat fee		
Contract Number	BCINT2223BR001	**Contract Holder**	Bertha Ramon-Arteaga
WSBA #	n/a	**Effective Dates**	12/1/2021 – 12/31/2023
Caseload Cap	**n/a**	**Compensation**	**$700/month up to 10 hours, $70/hour for excess**

THIS AGREEMENT previously entered into by and between **Bertha Ramon-Arteaga,** (“Interpreter”), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision (”County”), for and on behalf of the Benton County Superior Court and Benton County District Court (“Courts”), executed by and through Resolution #2021-904.

IS HEREBY AMENDED AS FOLLOWS:

Effective October 1, 2022, Interpreter shall be entitled to compensation at $700/month for up to 10 hours/per month, $70/hour excess.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DocuSign Envelope ID: 108D508A-ACC8-4678-A7AE-EB346B59126D

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:
Michael Vander Sys
Michael Vander Sys
Public Defense Manager

ATTORNEY

Date 9/26/2022

DocuSigned by:
Bertha Ramon Artega
Bertha Ramon Artega, Interpreter

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Early termination of public defense contract with Simone Green
Presenter:	n/a
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton County currently contracts with attorney Simone Green ("Attorney") for public defense services in Benton County District Court (executed through Resolution #2022-644). The contract provides for automatic termination in the event Benton County District Court enters an order prohibiting or disqualifying an attorney from receiving future appointments.

On September 26, 2022, Benton County District Court issued an order prohibiting Attorney Simone Green from future appointments and ordered the Office of Public Defense to reassign all of her pending cases. The proposed resolution acknowledges this notice and sets September 26, 2022 as the final effective date of the early termination, pursuant to the provisions of the contract.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the automatic early contract termination notice ordered by Benton County District Court, with September 26, 2022, as the final effective date of the termination.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE TERMINATION NOTICE OF ATTORNEY SIMONE GREEN, AN ATTORNEY HOLDING A PUBLIC DEFENSE PROFESSIONAL SERVICES AGREEMENT IN BENTON COUNTY DISTRICT COURT

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

WHEREAS, attorney Simone Green ("Attorney") has been providing public defense services in Benton County District Court pursuant to a public defense professional services agreement with Benton County; and

WHEREAS, the said professional services agreement provides for automatic termination in the event Benton County District Court issues an order prohibiting future appointments for any reason; and

WHEREAS, on September 26, 2022, Benton County District Court issued an order (attached as Exhibit "A") prohibiting future appointments to Attorney Simone Green; and

WHEREAS, pursuant to Attorney's professional services agreement, the notice, as provided, will result in a final effective date of September 26, 2022, with certain post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in said public defense contract; **NOW, THEREFORE**

BE IT RESOLVED that the Benton County District Court public defense professional services agreement with attorney Simone Green, executed by and through Resolution #2022-644, is hereby terminated pursuant to Benton County District Court's order prohibiting appointments dated September 26, 2022 with a final effective termination date of September 26, 2022 and with post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in attorney Simone Green's public defense professional services agreement.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

_____
Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Simone Green
Copy – Auditor, S Godinez

M. Vander Sys

EXHIBIT "A"

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF BENTON

STATE OF WASHINGTON/CITIES OF KENNEWICK/RICHLAND/WEST RICHLAND/PROSSER, ~~Plaintiff,~~ IN RE: vs. SIMONE GREEN ~~Defendant~~ ~~DOB:~~	**NO.** _____

ORDER

IT IS NOW ORDERED,

Simone Green has failed to appear in court, even remotely, for the past four weeks, despite being under contract to do so. Therefore, effective immediately, this court orders she receive no future appointments. Her prohibition on cases may not be cured and the office of Public defense is ordered to reassign all of her pending cases.

DATED: Sep 26, 2022 12:05

Judge: Dan Kathren

Prosecuting/City Attorney WSBA #

Defendant

Attorney for Defendant WSBA#

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022	**Memo Date:**	September 27, 2022
Subject:	Safe Built LLC Contract Extension to Dec. 31, 2023		
Presenter:			
Prepared By:	Donna Hutchinson		
Reviewed By:	Michelle Cooke		

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☒ Pass Motion
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

The Board of County Commissioners on October 20, 2020, approved Resolution No. 2020-746, between Benton County and Safe Built LLC entering into a Professional Services Agreement to provide consulting services associated with the findings issued by the Federal Emergency Management Agency under the National Flood Insurance Program during the County' June 8, 2020, Community Assistance Visit (CAV). This contract expires on October 20, 2022, and the Planning Division finds it necessary to extend the contract to December 31, 2023, in order to complete the remediation needs associated with FEMA's Community Assistance Visit (CAV).

Fiscal Impact

Compensation for the performance of consulting services by Safe Built, LLC will remain the same. The overall budget for the project remains unchanged, and all other provisions of the professional services contract remains unchanged and in full force and effect. The expenses for the Contract with Safe Built, LLC have been included with the draft Planning Division budget cycle for 2023-2025 not to exceed $17,500.00 including WSST.

Recommendation

It is the Planning Division's recommendation that the Board of County Commissioners approve the resolution and sign the First Amendment to the Professional Services Contract with Safe Built, LLC.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING – ENTERING INTO THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT (RESOLUTION 2020-746) BETWEEN BENTON COUNTY AND SAFE BUILT LLC TO PROVIDE CONSULTING SERVICES ASSOCIATED WITH THE OUTSTANDING REMEDIATION NEEDS ASSOCIATED WITH THE COUNTY'S JUNE 8, 2020, COMMUNITY ASSISTANCE VISIT (CAV) FINDINGS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE NATIONAL FLOOD INSURANCE PROGRAM. THE AMENDMENT IS AN EXTENSION TO THE INITIAL TIMEFRAME FOR COMPLETION OF SAID REMEDIATION SERVICES TO DECEMBER 31, 2023.

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and ensure the care of county property and management of county funds and business; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached First Amendment to the Professional Services Contract between Benton County and Safe Built, LLC as being in the best interest of Benton County; and

WHEREAS, the proposed First Amendment to the Professional Services Contract is necessary to extend the time frame for the contract from October 20, 2022 to December 31, 2023 in order to complete the remediation needs associated with the County June 8, 2020 Community Assistance Visit (CAV) findings issued by the Federal Emergency Management Agency under the National Flood Insurance Program. The overall budget for the project remains unchanged, and all other provisions of the professional services contract remains unchanged and in full force and effect. **NOW, THEREFORE,**

BE IT RESOLVED that Resolution 2020-746 is hereby amended and the attached First Amendment to the Professional Services Contract between Benton County and Safe Built, LLC for the consulting services regarding FEMA remediation needs is hereby approved by the Board.

Dated this 11th day of October 2022.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Copy to PA

MLC/djh

FIRST AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, and **SAFE BUILT, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at P.O. Box 401, Ellensburg, WA 98926 (hereinafter "CONTRACTOR").

WHEREAS, pursuant to Benton County Resolution No. 2020-746, the parties entered into a Professional Services Agreement on October 20, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide consulting services associated with the findings issued by the Federal Emergency Management Agency under the National Flood Insurance Program during the County' June 8, 2020, Community Assistance Visit (CAV).

WHEREAS, this First Amendment is necessary to make the following mutually agreed-upon amendment to the CONTRACT: (1) to expand the duration of the contract.

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendments:

1. Item 2. of the Professional Services Contract - Duration of Contract, currently reads as follows "The term of this Contract shall begin on **October 20, 2020** and shall expire on **October 20, 2022**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date".

2. Item 2. of the Professional Services Contract - Duration of Contract, shall be amended to read as follows "The term of this Contract shall begin immediately upon execution by both parties and shall expire on **December 31, 2023**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date".

3. All other terms and conditions of the Professional Services will remain the same.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the CONTRACT to be signed by their duly constituted legal representatives and it is effective on the last date signed.

BENTON COUNTY

_____
Chairman of the Board

Date: _____

SAFE BUILT, LLC

Signature

Date: 9.12.2022

Approved as to Form:

Benton County Prosecuting Attorney, Civil Deputy

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Dissolution of Inactive Special Purpose District- Drainage Improvement District 10 Residual Equity Transfer from DID 10 to General Fund.
Presenter:	
Prepared By:	Greg Wendt
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☒ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

On June 7, 2022, Benton County, in accordance with RCW 36.96, determined it to be in the public interest to dissolve Drainage Improvement District 10 (DID 10) as it no longer served a public function and dissolving the district would eliminate administrative burdens imposed on Benton County.

At the completion of the June 7, 2022 public hearing, the Board of County Commissioners approved County Ordinance 643 and Resolution 2022-393 dissolving DID 10. Per RCW 36.96.070, should dissolution of a special use district occur, any remaining money or funds held by a special purpose district at the time of its dissolution shall become that of the county in which the dissolved special purpose district was located.

It is recommended that the remaining funds in DID 10, Fund No. 6381, be moved to the General Fund, Fund No. 0010 and closed out.

Fiscal Impact

Transfer the district's remaining funds to the General Fund, No. 0010 to close the district's affairs in accordance with RCW 36.96.070.

Recommendation

Approval of the resolution transferring the remaining cash funds of Fund 6381 in DID 10, to the General Fund, Fund No. 0010 as a residual equity transfer.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE: RESIDUAL EQUITY TRANSFER FROM THE DRAINAGE IMPROVEMENT DISTRICT 10 FUND, FUND NO. 6381, TO THE GENERAL FUND, FUND NO. 0010, AND CLOSING OUT THE DRAINAGE IMPROVEMENT DISTRICT 10 FUND.

WHEREAS, Drainage Improvement District 10 was dissolved by Ordinance 643, as was adopted by Resolution 2022-393 on June 7, 2022; and

WHEREAS, RCW 36.96.070, provides that any remaining money or funds held by a special purpose district at the time of its dissolution shall become that of the county in which the dissolved special purpose district was located; and

WHEREAS, Drainage Improvement District 10 was located entirely within Benton County; and

WHEREAS, Commissioners' Administration recommends the remaining funds be moved to the General Fund, Fund No. 0010 and closed out; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Benton County Treasurer is hereby authorized to transfer the remaining cash funds of 6381 in the Drainage Improvement District Fund 10, to the General Fund, Fund No. 0010, as a residual equity transfer; and

BE IT FURTHER RESOLVED the Drainage Improvement District 10 Fund, No. 6381, is hereby closed after the residual equity transfer is completed.

Dated this 11th day of October, 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Commissioners Office
cc: Auditor, Treasurer

Prepared by: Linda Ivey

Greg Wendt

From: Brenda Chilton
Sent: Friday, September 23, 2022 12:04 PM
To: Matt Rasmussen; Aileen Coverdell; Linda Ivey
Cc: Lorene Roe; Reid Hay; Greg Wendt
Subject: RE: DID 10 equity transfer.docx
Attachments: edited-DID 10 equity transfer.docx

To All, Reid was kind enough to call me and assist with some recommended changes to the resolution. Please see attached. If you have any questions, please let me know.

Brenda

Brenda Chilton
Benton County Auditor
620 Market St. | Prosser, WA 99350
(509) 736-2707
Email: brenda.chilton@co.benton.wa.us
www.bentonauditor.com

NOTICE: Please note the address for the ***Kennewick Annex*** of the Auditor's Office has changed effective October 24, 2021. We are now located at 7122 W. Okanogan Pl., Ste. E120, Kennewick, WA 99336.

From: Brenda Chilton
Sent: Friday, September 23, 2022 11:18 AM
To: Matt Rasmussen <Matt.Rasmussen@co.benton.wa.us>; Aileen Coverdell <Aileen.Coverdell@co.benton.wa.us>; Linda Ivey <Linda.Ivey@co.benton.wa.us>
Cc: Lorene Roe <Lorene.Roe@co.benton.wa.us>; Reid Hay <Reid.Hay@co.benton.wa.us>; Greg Wendt <Greg.Wendt@co.benton.wa.us>
Subject: RE: DID 10 equity transfer.docx

I failed to cc: Greg and Reid in my email. Sorry. Doing so now, with attachments.

Brenda

From: Matt Rasmussen <Matt.Rasmussen@co.benton.wa.us>
Sent: Friday, September 23, 2022 11:10 AM
To: Brenda Chilton <Brenda.Chilton@co.benton.wa.us>; Aileen Coverdell <Aileen.Coverdell@co.benton.wa.us>; Linda

RESOLUTION 2022 393

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE DISSOLUTION OF DRAINAGE IMPROVEMENT DISTRICT 10 AS PROVIDED IN CHAPTER 36.96 RCW.

WHEREAS, Drainage Improvement District 10 ("DID 10") is a special purpose district within the meaning of RCW 36.96.010(1) which encompasses portions of Benton County, and no part of the district extends into any other county; and

WHEREAS, Chapter 36.96 RCW provides a mechanism for the dissolution of inactive special purpose districts to be initiated by the county legislative authority within whose boundaries the special purpose district is located; and

WHEREAS, on February 18, 2022 the County Auditor notified the Board of County Commissioners that DID 10 appears to be inactive; and

WHEREAS, as provided in RCW 36.96.010(3) a special purpose district such as DID 10 is deemed to be "inactive" and thus subject to dissolution if (1) it has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period; or (2) no election has been held for the purpose of electing a member of its governing body within the preceding consecutive seven-year period; or (3) it has been determined to be unauditable by the Washington State Auditor; and

WHEREAS, following public notice in the manner set forth in RCW 36.96.030, the Board of Commissioners of Benton County held a public hearing on March 22, 2022 on the matter of whether DID 10 is "inactive" within the meaning of chapter 39.96 RCW; and

WHEREAS, following the public hearing held on March 22, 2022, pursuant to RCW 36.96.040 the Board of Commissioners of Benton County passed Resolution No. 2022-221 which contained written findings regarding whether DID 10 meets the criteria of being "inactive" listed in RCW 36.96.010(3); and

WHEREAS, in Benton County Resolution No. 2022-221 the Benton County Board of Commissioners made the following written findings: "(1) DID 10 has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period; and (2) no election has been held for the purpose of electing a member of the governing body of DID 10 within the preceding consecutive seven-year period;" and

WHEREAS, in Resolution No. 2022-221 the Benton County Board of Commissioners further entered a written finding and determination that DID 10 is "inactive" as provided in RCW 36.96.010(3); and

WHEREAS, based on the findings included in Resolution No. 2022-221, DID 10 is "inactive" within the meaning of RCW 36.96.010(3) and therefore is subject to dissolution pursuant to chapter 36.96 RCW; and

WHEREAS, after giving public notice in the manner set forth in RCW 36.96.030, on June 7, 2022, the Benton County Board of County Commissioners conducted a public hearing on whether DID 10 should be dissolved pursuant to the proceedings provided for in RCW 36.96.030 through RCW 36.96.080; and

WHEREAS, it is in the public interest to dissolve DID 10 because it serves no public function, and dissolving the District will eliminate administrative burdens imposed on Benton County and reduce costs to taxpayers resulting from those administrative burdens; **NOW THEREFORE;**

BE IT RESOLVED, that the Board of County Commissioners of Benton County hereby finds that it is in the public interest to dissolve DID 10 because it serves no public function and dissolving the District will eliminate administrative burdens imposed on Benton County and reduce costs to taxpayers resulting from those administrative burdens; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners of Benton County, based on the above finding as well as the findings and determinations contained in Benton County Resolution No. 2022-221 establishing that DID 10 is inactive as provided in RCW 36.96.010(3), hereby approves and immediately adopts Ordinance No. 643 dissolving DID 10 thirty-one days after the adoption of the Ordinance as provided in RCW 36.96.040; and

BE IT FURTHER RESOLVED, that the Clerk of the Board will provide a copy of the Ordinance to the Benton County Treasurer as provided in RCW 36.96.040.

BE IT FURTHER RESOLVED, that Ordinance No. 643 will not be codified.

Dated this 7 day of June, 2022.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington

Attest

Clerk of the Board

Orig: Commissioners
cc: Auditor, Treasurer

Prepared by: R Hay

ORDINANCE NO. 643

AN ORDINANCE dissolving Drainage Improvement District 10 pursuant to chapter 36.96 RCW.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. FINDINGS.

The Benton County Board of County Commissioners makes the following findings:

A. Benton County Drainage Improvement District 10 ("DID 10") is a special purpose district within the meaning of RCW 36.96.010(1).

B. DID 10 is defunct and for more than five consecutive years has not carried out any of the special purposes or functions for which it was formed.

C. The records of the Benton County Auditor establish that no elections have been held for the purpose of electing a member of the DID 10 governing board for more than seven consecutive years.

D. DID 10 is "inactive" within the meaning of RCW 36.96.010(3) and therefore is subject to dissolution pursuant to chapter 36.96 RCW.

E. It is in the public interest to dissolve DID 10 because it serves no public function and dissolving the district will eliminate administrative burdens imposed on Benton County and reduce costs to taxpayers resulting from those administrative burdens.

SECTION 2. DISSOLUTION.

The Benton County Board of County Commissioners hereby dissolves DID 10 pursuant to RCW 36.96.040. As provided in that statute, the district will cease to exist and cease to have authority as of 31 days after the adoption of this Ordinance.

SECTION 3. CLERK TO DELIVER COPY

The Clerk of the Board of County Commissioners will provide a copy of this Ordinance to the Benton County Treasurer as required by RCW 36.96.040.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force on June 7, 2022, and DID 10 will cease to exist 31 days after that date.

SECTION 5. SEVERABILITY

If any provision of this ordinance, or its application to any person, entity or circumstance, is for any reason held invalid, the remainder of the ordinance, or the application of the provision to other persons, entities or circumstances, will not be affected thereby.

SECTION 6. NON-CODIFICATION.

This Ordinance will not be codified.

ADOPTED AND PASSED this 7 day of June 2022.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Public Safety Services Contract w/ Boys & Girls Clubs of Benton and Franklin Counties for Prosser Clubhouse
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County would like to enter into a personal service agreement with the Boys & Girls Clubs of Benton and Franklin Counties for the Prosser Clubhouse in the total contract amount of $250,000.00 for 2023-2024.

Boys & Girls Club of Benton and Franklin Counties are committed to empowering all young people "to reach their full potential as productive, caring, responsible citizens." Funding from the Benton County Gang and Crime Prevention Initiative would support the Prosser Clubhouse, which provides support to low-income, at-risk youth throughout the Prosser community to increase youth graduation, academic performance, and attendance while reducing gang involvement or potential gang involvement.

Funding would continue to support resources for staff to provide essential gang and crime prevention services to at-risk youth in the Prosser area.

Fiscal Impact

This public safety services contract is for the 2023-2024 biennium, in the total contract amount of $250,000.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental budget.

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on June 28, 2022.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES FOR PROSSER CLUBHOUSE

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Board Meeting held on June 28, 2022 County staff recommended funding the Boys & Girls Clubs of Benton Franklin Counties Prosser Clubhouse proposal, in the total contract amount not to exceed $250,000.00 for 2023-2024; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2023-2024 Prosser Clubhouse public safety services contract, in an amount not to exceed $250,000.00, to be payable to Boys & Girls Clubs of Benton and Franklin Counties as outlined in the service contract; and

BE IT FURTHER RESOLVED, this contract will start January 1, 2023 and expire December 31, 2024.

Dated this 11th day of October, 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Boys & Girls Clubs of Benton and Franklin Counties S. Palmus

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BENTON COUNTY
PUBLIC SAFETY SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BOYS & GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES**, a WA Nonprofit corporation organized under the laws of the State of Washington with its principal offices at 2110 W Henry St, Pasco, WA 99301 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A – Scope of Work;
b. Exhibit B – Budget; and
c. Exhibit C – Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2023 and shall expire on December 31, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide at-risk youth in Prosser with before school and after school programming to help combat youth involvement in criminal gangs. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name: Brian Ace, Executive Director
Address: PO Box 1322
Pasco, WA 99301
Phone: 509-378-7216
Email: brian.ace@greatclubs.org

b. For COUNTY:

Name: Shyanne Palmus, Communications Coordinator
Address: 7122 W Okanogan St, Suite E330
Kennewick, WA 99336
Phone: 509-222-3760
Email: shyanne.palmus@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit B, "Budget", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two-hundred fifty thousand dollars and zero cents ($250,000.00),

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including W.S.S.T.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by

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anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

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8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract

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Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

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10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall

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be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the

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performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of

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such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

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Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include but are not limited to: indemnification provisions (Sections 7 and 17); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that

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CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

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IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2023.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington.

Attest:_____
Clerk of the Board

Approved as to Form

DocuSigned by:
Ryan Lukson
2D2D340DDC38483...
Civil Deputy Prosecuting Attorney

Dated: 9/26/2022

FOR: BOYS & GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES

DocuSigned by:
Brian Ace
C139904E10974EB...
Signature

Brian Ace
Print Name

Executive Director
Title

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Exhibit A: Scope of Work

Our Clubs are committed to serving all youth, especially those who need us most. For the past 10 years, we have been positively impacting the lives of children and families in Prosser through Boys & Girls Club programs. The Prosser Boys & Girls Club is the only non-sports based youth service organization serving children and teens in the community, and our programs are more important than ever. According to the Prosser Police Department, 27% of the total criminal offenses committed in 2019 were related to drugs and 20% were related to vandalism and destruction of property. Youth living in families and communities where substance use is prevalent are more likely to adopt risky behaviors into adulthood. This creates a self-perpetuating cycle of poor outcomes that can be transferred to the next generation of youth.

However, there is hope. With Benton County's help, Boys & Girls Club can be part of the solution to break this cycle of crime by improving the outcomes of the youth in our community.

Through the expansion of regular programs into areas that don't have them, and by intentionally connecting more kids to the opportunities that already exist, we can make an even greater impact across our community. The Prosser Clubhouse is open to all youth ages 6-18 years. Membership rates are $20 per year for grade school youth and free for teens removing any financial barrier associated with accessing programs. Children and teens are able to access the Club daily after school and during school breaks. The Prosser Clubhouse offers age appropriate programming based upon our priority outcomes of academic success, healthy lifestyles and good character and citizenship. Programs are coordinated by trained, professional staff and mentors. The Prosser Club also has a dedicated Teen Center in a building located adjacent to Prosser High School.

Boys & Girls Clubs are the opposite of a gang, though we provide many of the benefits that gang members are searching for. At the Club, we provide youth a sense of belonging, usefulness, influence, and competence. This is our Youth Development Strategy. Criminal street gangs provide these same opportunities to youth, but in a way that damages the framework of our society rather than building it up. The Prosser Clubhouse is a place where youth find a place to belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected.

Our Clubs have a history of changing the trajectory of at-risk youth by engaging them in impactful and empowering programs. The Boys & Girls Club is a lot more than a safe, supervised location, though that is an important part of who we are. We do not just want to provide Prosser youth with a place to go – we also want to encourage them to grow and flourish in life. When children and teens visit our Prosser Clubhouse, they are provided with the tools and relationships needed to excel academically, lead a healthy life and grow into a productive and caring citizen.

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Exhibit B: Budget

Item		Description	per week	per year	2023-2024Total	PSST Request 2023-2024
Personnel Expenses						
	Chief Executive Officer	1 hour per week x $50 per hour	$ 50.00	$ 2,600.00	$ 5,200.00	$ 4,100.00
	Chief Program Operations Officer	15 hours per week x $35 per hour	$ 525.00	$ 27,300.00	$ 54,600.00	$ 35,200.00
	Chief Development Officer	1 hour per week x $35 per hour	$ 35.00	$ 1,820.00	$ 3,640.00	$ 2,930.00
	Chief Finance Officer	1 hour per week X $35 per hour	$ 35.00	$ 1,820.00	$ 3,640.00	$ 2,930.00
	Branch Director	Administrative oversight 40 hrs per week x $30 per hour	$ 1,200.00	$ 62,400.00	$ 124,800.00	$ 121,960.00
	Teen Program Coordinator	Planning, preparing, & implementing programs 20 hrs per week x $25 per hour	$ 500.00	$ 26,000.00	$ 52,000.00	$ 22,560.00
	Program Support Staff	40 hrs per week x $16.00 per hour	$ 640.00	$ 33,280.00	$ 66,560.00	$ 60,320.00
		Subtotal:	$ 2,985.00	$ 155,220.00	$ 310,440.00	$ 250,000.00
	Benefit Allocation	15% (PT and FT average)	$ 447.75	$ 23,283.00	$ 46,566.00	
		Total Personnel Expenses:	**$ 3,432.75**	**$ 178,503.00**	**$ 357,006.00**	**$ 250,000.00**
Supplies						
	Program Supplies	Average of $500 per month x 12 months to run a variety of programs		$ 6,000.00	$ 12,000.00	
	Participation incentives	$100 per month x 12 months		$ 1,200.00	$ 2,400.00	
	Bus Passes	30 bus passes for teens to get to Club		$ 750.00	$ 1,500.00	
	Teen Late Nights	$200 per event x 24 events per year		$ 4,800.00	$ 9,600.00	
	Snacks	30 Youth per month X $1.50 X 250 days		$ 11,250.00	$ 22,500.00	
	Office & Janitorial Supplies	$200 per month		$ 2,400.00	$ 4,800.00	
		Supply Expenses:		**$ 26,400.00**	**$ 52,800.00**	
Other						
	Furniture	Furniture for program spaces		$ 1,500.00	$ 3,000.00	
	Field Trip Expense	Experiental learning opportunities		$ 4,000.00	$ 8,000.00	
	Fuel for Field Trips	$40 per month x 12 months		$ 480.00	$ 960.00	
	Vehicle Maintenance	Maintenance of Prosser Club Van		$ 300.00	$ 600.00	
	Staff Training	Staff development and program training		$ 1,500.00	$ 3,000.00	
	Outreach Materials	"The Club" outreach including lanyards, pens, shirts, pop-sockets		$ 500.00	$ 1,000.00	
	Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America		$ 1,500.00	$ 3,000.00	
	Utilities	Monthly utilities $700 per month x 12 months		$ 8,400.00	$ 16,800.00	
	Printing and Postage	$10 per month x 12 months		$ 120.00	$ 240.00	
		Other Expenses:		**$ 18,300.00**	**$ 36,600.00**	
		Expense Total:		**$ 223,203.00**	**$ 446,406.00**	**$ 250,000.00**

The Boys & Girls Clubs of Benton and Franklin Counties appreciates the consideration of a $250,000 investment in the Prosser program. An investment of $250,000 will support 56% of the total cost of program implementation and operation at the Prosser Boys & Girls Club.

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Exhibit C: MEASURABLES

BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES

2023 Measurables	2024 Measurables
Enroll at least 75 teen members by 12/31/2023	Enroll at least 75 teen members by 12/31/2024
Enroll at least 100 grade school youth by 12/31/2023	Enroll at least 100 grade school youth by 12/31/2024
Maintain an average daily attendance of at least 20 teens and 60 grade school youth per day during school year program months.	Maintain an average daily attendance of at least 20 teens and 60 grade school youth per day during school year program months.
Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.	Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.
50 teens will participate in special events or community outreach activities each year	50 teens will participate in special events or community outreach activities each year
Ensure 150 volunteer hours are completed by teens each calendar year	Ensure 150 volunteer hours are completed by teens each calendar year

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 1480, DEPARTMENT NUMBER 115

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto; and

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non Departmental Dept Nbr: 115

Fund Name: Public Safety Tax Fund Nbr: 1480

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5183030	54102	Contract Services	$700,000
TOTAL			$700,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5942300	56201	Building	$600,000
5942300	56401	Equipment	$80,000
5236200	53501	Equipment	$20,000
TOTAL			$700,000

Explanation:

To appropriate budget for the Shooting Range

Prepared by: Linda Ivey Date: 28-Sep-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND NUMBER 1010

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

Prepared By: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: ROAD Dept Nbr: 500

Fund Name: County Road Fund Nbr: 1010

TRANSFER FROM: **Dept.** 500 TRANSFER TO: **Dept.** 500

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5437000	51015	Operations Manager	$243,516	5437000	51015	Public Works Manager	$243,516
TOTAL			$243,516	TOTAL			$243,516

Explanation:

LIT to update the Operations Manager, Position Number 1015, to Public Works Manager that was approved by the Benton County Board of Commissioners on 10/4/2022 Resolution 2022-718. Resolution Number 2022-719 places the Public Works Manager at a grade 11 on the Administrators, Managers and Assistant Managers Salary Schedule.

Prepared by: Shela Berry Date: 10/5/22

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Executing 2nd Contract Amendment with Moon Security Service, Inc. for Security & Fire Monitoring Services
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	Purchasing

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

Resolution 2020-072 authorized the Board of Benton County Commissioners to sign a Personal Services Contract for fire and security monitoring services at various County locations with Moon Security Services.

Resolution 2021-727 authorized the Chairman of the Board of County Commissioners to sign the First Contract amendment that replaced the analog communicator with a digital communicator at the Justice Center.

The security system at the Coroner's Office has recently been expanded, and additional monitoring services are needed.

The Moderate Risk Waste Facility is nearly completed, and there is a need to expand fire monitoring services to cover the new facility.

A contract amendment has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and executed by Moon Security Service, Inc.

Fiscal Impact

Amount: $100.90 per month excluding W.S.S.T.

Fund: General Fund (Fund # 0010) – Facilities Department

Recommendation

Execute the contract amendment for additional security & fire monitoring services with Moon Security Service, Inc. and authorize the Chairman to sign the said Contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND MOON SECURITY SERVICES, INC.

WHEREAS, Resolution 2020-072 authorized the Board of Benton County Commissioners to sign a Personal Services Contract for fire and security monitoring services at various County locations with Moon Security Services; and

WHEREAS, Resolution 2021-727 authorized the Chairman of the Board of County Commissioners to sign the First Contract that replaced the analog communicator with a digital communicator at the Justice Center; and

WHEREAS, the security system at the Coroner's Office has recently been expanded, and additional monitoring services are needed; and

WHEREAS, the Moderate Risk Waste Facility is nearly completed, and there is a need to expand fire monitoring services to cover the new facility; and

WHEREAS, the proposed Second Amendment to the Personal Services Contract would update the monitoring costs for both the expanded Coroner's Office security system and the Moderate Waste Facility; and

WHEREAS, a Second Amendment has been prepared, has been reviewed and approved by a Deputy Prosecuting Attorney, has been signed by Moon Security Services, Inc., and is recommended for approval by the Director of Operations & Capital Programs; **NOW, THEREFORE,**

BE IT RESOLVED, that the attached Second Amendment to the Personal Services Contract between Benton County and Moon Security Services, Inc. is hereby approved, and the Chairman of the Board of Benton County Commissioners is authorized to sign said Amendment; and

BE IT FURTHER RESOLVED, the monitoring fees for the Coroner's Office have been increased to $127.45 per month; and

BE IT FURTHER RESOLVED, the new monitoring fees for the Moderate Waste Facility are $74.95 per month; and

BE IT FURTHER RESOLVED, all other terms and conditions of said Personal Services Contract remain the same.

Dated this 11th day of October 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Department
c: Auditor, Sonia (PA), Facilities, & Procurement

P. Schut

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SECOND CONTRACT AMENDMENT
to the
PERSONAL SERVICES CONTRACT

THIS SECOND CONTRACT AMENDMENT (hereinafter "Second Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MOON SECURITY SERVICE, INC.** a Washington for profit corporation authorized to do business in the State of Washington, with its principal offices at 515 West Clark Street, Pasco, WA 99302 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020-072, the COUNTY entered into a Personal Services Contract with Moon Security Service, Inc., beginning January 1, 2020 and expiring December 31, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide fire and security monitoring services for various Benton County locations; and

WHEREAS, per Benton County Resolution No. 2021-727, the COUNTY signed the First Contract Amendment with Moon Security Service, Inc.(hereinafter the "CONTRACT"), whereby the Justice Center Building was upgraded from analog communicator to digital communicator; and

WHEREAS, the Coroner's Office is need of additional security equipment to assist with obtaining office accreditation; and

WHEREAS, the monthly monitoring cost increased from $101.50 to $127.45 and

WHEREAS, also with the completion of the Moderate Risk Waste Facility the need has arisen to have fire monitoring at a cost of $74.95 per month; and

WHEREAS, this Second Amendment is necessary to update Exhibit A of the CONTRACT with the new monitoring costs for both facilities, and the Parties have mutually agreed to these changes; **NOW THEREFORE**

The parties agree that all other provisions of the CONTRACT remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the CONTRACT to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY

Chairman Date

MOON SECURITY SERVICES, INC.

DocuSigned by: Tom Pitcher 9/28/2022

Signature Date

Tom Pitcher

Name

General Manager

Title

APPROVED AS TO FORM:

DocuSigned by: Eric Andrews

Benton County Deputy Prosecuting Attorney, Civil

DocuSign Envelope ID: E5FE5153-4591-42C7-86E7-BB0EDFF57580

Moon Security Services, Inc.
P.O. Drawer B, Pasco, WA 99302
office 509.545.1881 · toll-free 800.722.1070 · fax 509.545.4585
ccarlson@moonsecurity.com

Quote

Bid: **Benton Co Facilities - Moderate Waste Facility.**
To: Paul Schut
7122 W. Okanogan Place #A
Kennewick, Washington 99336

Date: 08/26/2022
Phone: 509-737-3943
System Type: Fire
Salesperson: Cole Carlson - 38 (38-101147)

Benton County Facilities - Monitoring

#	QTY	MFR	MODEL	DESCRIPTION
1	1	NEW ACCOUNT	BENTON COUNTY MODERATE WASTE FACILITY (FIRE)	BASIC FIRE $44.00 + CELLULAR COMMUNICATION $25.29 + REPORT TEXT $5.00
2	1	310868	BENTON COUNTY CORONER (SECURITY)	BASIC SECURITY $44 + BASIC PLUS $8.50 + CELLULAR COMMUNICATOR $15.95 + VIRTUAL KEYPAD $10.00
3	1	112401	BENTON COUNTY CORONER (FIRE)	BASIC FIRE $44 + REPORT TEXT $5.00
4	1	524690	BENTON COUNTY JUSTICE CENTER	BASIC FIRE $44 + CELLULAR COMMUNICATOR $25.95 + REPORT TEXT $5.00
5	1	319963	BENTON COUNTY HEALTH DEPARTMENT	BASIC FIRE $44 + REPORT TEXT $5.00
6	1	814292	BENTON COUNTY FAIRGROUNDS	BASIC FIRE $44 + CELLULAR COMMUNICATOR $25.95 + REPORT TEXTS $5.00
7	1	310857	BENTON COUNTY ANIMAL CONTROL (FIRE)	BASIC FIRE $44 + REPORT TEXTS $5.00
8	1	510857	BENTON COUNTY ANIMAL CONTROL (SECURITY)	BASIC SECURITY $39.00 + PARTITION $20.00 + REPORT TEXTS $5.00
9	1	112408	BENTON COUNTY COURTHOUSE	BASIC FIRE $44 + REPORT TEXT $5.00
10	1	521684	BENTON CO. PUBLIC SERVICE	$44 BASIC FIRE + $25.95 CELLULAR COMMUNICATOR +$5.00 REPORT TEXT
11	1	310457	BENTON COUNTY KENNEWICK ROAD SHOP	$44 BASIC FIRE + $5.00 REPORT TEXT
12	1	310459	BENTON COUNTY PROSSER ROAD SHOP	$44 BASIC FIRE + $5.00 REPORT TEXT

Recurring

BASIC FIRE	$44.00
NAPCO STARLINK FIRE CELL	$25.95
OTHER *Text Reports*	$5.00
Total	**$74.95/mo**

Hook Up To Monitoring Agreement

Under this agreement, Moon Security Services, Inc. will perform only the programming and testing necessary to switch customer to its Central Dispatch Center.

Panel Type: Fire
Manufacturer: Silent Knight
Model: IFP 75B

Adding new recurring services to Moderate Waste Facility (Fire)

Line Items reflect:
Amended Master Account to include Moderate Waste Facilities Fire monitoring

Recurring reflects:
Moderate Waste Facilities new monitoring charges.

Thank you,
Cole Carlson

SYSTEM SUBTOTAL		$0.00
TAX	8.60%	$0.00
GRAND TOTAL		**$0.00**

This bid is confidential and is exclusive for the viewing between MSSI (Moon Security Services, Inc.) and the customer named herein. MSSI reserves the right to rescind this bid if viewed by any companies that can be construed as direct competitors to MSSI. This bid, and pricing quoted herein, expires 30 days after the date listed above.

If this is a prevailing wage job, additional fees may apply.

Additional 3% charge on credit card transactions.

Content generated on: Tuesday, September 27, 2022 4:13:25 PM

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Purchase Agreement with ONYX Protective Group dba/ONYX Armor Utilizing WA State Contract Number 03720
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Ryan Lukson; Purchasing Dept.

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Washington State Contract No. 03720 allows for the purchase of body armor and ballistics resistant products. The Benton County Corrections Department and Benton County Sheriff's Office recommend a purchase agreement to be put in place with ONYX Protective Group, DBA/ONYX Armor utilizing Washington State Contract Number 03720 for "as needed" purchases of body armor and ballistics resistant products.

The list of authorized distributors who the County may purchase said equipment from based on the attached Purchase Agreement is as follows:

- Onyx Protective Group, Inc., Miami, FL
- HBLE, Tukwila, WA
- Greystone Tactical, Salem, OR
- The Bunker Tri-Cities, LLC, Richland, WA

Fiscal Impact

Cost: Overall Purchase Agreement not to exceed $50,000 excluding WSST

Fund: Expenditures shall come from the approved budget of each department that utilizes the attached Purchase Agreement.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and ONYX Protective Group, dba/ ONYX Armor and authorize the Chairman of the Board to sign said agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PURCHASE AGREEMENT BETWEEN BENTON COUNTY AND ONYX PROTECTIVE GROUP, DBA ONYX ARMOR UTILIZING WASHINGTON STATE CONTRACT NUMBER 03720 FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT AND BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, Washington State Contract No. 03720 allows for the purchase of body armor and ballistics resistant products; and

WHEREAS, the Benton County Corrections Department and Benton County Sheriff's Office recommend a purchase agreement to be put in place with ONYX Protective Group, DBA/ONYX Armor utilizing Washington State Contract Number 03720 for "as needed" purchases of body armor and ballistics resistant products; and

WHEREAS, the list of distributors who the County may purchase equipment from based on the attached Purchase Agreement are Onyx Protective Group, Inc., Miami, FL; HBLE, Tukwila, WA; Greystone Tactical, Salem, OR; and The Bunker Tri-Cities, LLC, Richland, WA; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby approves the attached Purchase Agreement with ONYX Protective Group, dba/ ONYX Armor utilizing Washington State Contract No. 03720 for a total amount not to exceed $50,000 excluding WSST for a term commencing upon signature of both parties and terminating November 10, 2023; and

BE IT FURTHER RESOLVED, the State Contract price rates are subject to change and purchase price shall be in accordance with Washington State price rate sheet at the time of order and written quote.

Dated this _____day of _____, 2022

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: BCCD
cc: Auditor, PA, BCSO, ONYX

Prepared by: L. Small

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: ONXY Protective Group, Inc., dba / ONYX Armor
Vendor Code:
Vendor Contact: Scotty Wylie
Vendor Contact Phone: (904) 631-7051
Vendor Principal Place of Business: 7359 NW 34 Street, Miami, FL 33122

AGREEMENT:
The Vendor agrees to make available the goods provided in Exhibit A to Benton County under the terms described herein.

Ship To:	Bill To:
Benton County Corrections Department /or Benton County Sheriff's Office 7122 W. Okanogan Pl. Bldg. B Kennewick, WA 99336	Benton County Corrections Department / or Benton County Sheriff's Office 7122 W. Okanogan Pl. Suite B110 Kennewick, WA 99336

Line	Description	Qty		
	Exhibit A - Vendor agrees to provide all items and name brands associated with Exhibit A available to the County for the purchase at the price discounts provided in Exhibit A, as currently in effect, or hereafter amended pursuant to the State of Washington Contract No. 03720.			
	Exhibit B - attached hereto is a list of distributors for the			
	State of Washington.			
	Exhibit C - attached hereto is the Master Agreement			
	Amendment #1 - Amendment CMS #174633			
The term of this Agreement shall commence upon signature of both parties and shall terminate November 10, 2023.				

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 03720 (copy attached hereto as Master Contract) as well as the Price Worksheet (attached as Exhibit A).

Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms and/or previous contracts.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 03720
2. Exhibit A - Pricing Worksheet attached hereto as currently in effect or hereafter amended.
3. Exhibit B - List of Distributors
4. Exhibit C - Master Agreement Amendment #1
5. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Lisa Small
Address: 7122 W. Okanogan Pl, Bldg B
Kennewick, WA 99336
Phone: 509-786-1451 ext. 3880
Email: Procurement@co.benton.wa.us

Approved as to Form (Deputy Prosecutor): Ryan Lukson
Ryan J. Lukson, Civil DPA

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): THOMAS SCOTT WYLIE Title: CEO Date: 9/23/22

Vendor Signature: [signature]

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Chairman

Exhibit A - PRODUCT AND PRICE

Vendor Name: ONYX Profective Group

MARKET BASKET ITEMS

Product	Type	Manufacturer (Brand and Series)	Manufacturer Catalog #	NIJ - CPL Model Designation	Gender (M=Male, N=Neutral, F=Female)	NIJ Standard(s)	Threat Level	MSRP	BID Price	% Discount
Ballistic-resistant Vest (including carrier)	Handgun Protection	PAX SERIES - LEVEL II PEGASUS CARRIER AND STP	100303	PAX-II	M	0101.06	II	$ 852.50	$ 477.40	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	PHOENIX SERIES - LEVEL IIIA PEGASUS CARRIER AND STP	100302	PHOENIX	M	0101.06	IIIA	$ 880.00	$ 492.80	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	PRO-AIR SERIES-FEMALE STRUCTURED LEVEL IIIA PEGASUS CARRIER STP	100304	PLF-IIIA-01	F	0101.06	IIIA	$ 1,680.25	$ 940.94	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PRO AIR II, APOLLO CARRIER AND STP	100101	PL-II-01	M	0101.06	II	$ 1,443.75	$ 808.50	44.00%
Ballistic- resistant panel set only (no carrier)	Handgun Protection	ONYX PRO AIR II, PEGASUS CARRIER AND STP	100301	PL-II-01	M	0101.06	II	$ 1,361.25	$ 762.30	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PRO AIR II PANEL SET ONLY, NO CARRIER	100001	PL-II-01	M	0101.06	II	$ 1,229.25	$ 688.38	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PRO AIR II STRUCTURED FEMALE, ATHENA CARRIER AND STP	100102	PLF-II-01	F	0101.06	II	$ 1,443.75	$ 808.50	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PRO AIR II STRUCTURED FEMALE, PEGASUS CARRIER AND STP	100302	PLF-II-01	F	0101.06	II	$ 1,361.25	$ 762.30	44.00%
Ballistic- resistant panel set only (no carrier)	Handgun Protection	ONYX PRO AIR II STRUCTURED FEMALE PANEL SET ONLY	100002	PLF-II-01	F	0101.06	II	$ 1,229.25	$ 688.38	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PAX-II, APOLLO CARRIER AND STP	100103	PAX-II	M	0101.06	II	$ 935.00	$ 523.60	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PAX-II, PEGASUS CARRIER AND STP	100303	PAX-II	M	0101.06	II	$ 852.50	$ 477.40	44.00%
Ballistic- resistant panel set only (no carrier)	Handgun Protection	ONYX PAX-II PANEL SET ONLY	100003	PAX-II	M	0101.06	II	$ 693.00	$ 388.08	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PRO AIR IIIA, APOLLO CARRIER AND STP	100104	PL-IIIA-01	M	0101.06	IIIA	$ 1,765.50	$ 988.68	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PRO AIR IIIA, PEGASUS CARRIER AND STP	100304	PL-IIIA-01	M	0101.06	IIIA	$ 1,680.25	$ 940.94	44.00%
Ballistic- resistant panel set only (no carrier)	Handgun Protection	ONYX PRO AIR IIIA PANEL SET ONLY	100004	PL-IIIA-01	M	0101.06	IIIA	$ 1,559.25	$ 873.18	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PRO AIR IIIA STRUCTURED FEMALE, ATHENA CARRIER AND STP	100105	PLF-IIIA-01	F	0101.06	IIIA	$ 1,765.50	$ 988.68	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PRO AIR IIIA STRUCTURED FEMALE, PEGASUS CARRIER AND STP	100304	PLF-IIIA-01	F	0101.86	IIIA	$ 1,680.25	$ 940.94	44.00%
Ballistic- resistant panel set only (no carrier)	Handgun Protection	ONYX PRO AIR IIIA STRUCTURED FEMALE PANEL SET ONLY	100005	PLF-IIIA-01	F	0101.06	IIIA	$ 1,559.25	$ 873.18	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PHOENIX, APOLLO CARRIER AND STP	100106	PHOENIX	M	0101.06	IIIA	$ 962.50	$ 539.00	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PHOENIX, PEGASUS CARRIER AND STP	100306	PHOENIX	M	0101.06	IIIA	$ 880.00	$ 492.80	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX PHOENIX PANEL SET ONLY	100006	PHOENIX	M	0101.06	IIIA	$ 726.00	$ 406.56	44.00%
Ballistic-resistant rifle plate(s) (including carrier)	Rifle Protection	LONGFRI TECHNOLOGIES - ROC	102117	LON-III-P	M or N	0101.06	III	$ 1,267.50	$ 709.80	44.00%
Ballistic-resistant Stand-alone Plate	Rifle Protection	LONGFRI TECHNOLOGIES	100017	LON-III-P	M or N	0101.06	III	$ 497.50	$ 278.60	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	FFR - FIRE AND FIRST RESPONDER VEST PRO AIR IIIA PANEL SET (NO SIDE BALLISTICS)	100044	PL-IIIA-01	M	0101.06	IIIA	$ 2,010.25	$ 1,125.74	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	FFR - FIRE AND FIRST RESPONDER VEST PRO AIR IIIA PANEL SET (COMPLETE SET INCLUDING FRONT BACK AND SIDE BALLISTICS)	100075	PL-IIIA-01	M	0101.06	IIIA	$ 1,215.50	$ 680.68	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	FFR - FIRE AND FIRST RESPONDER VEST PHOENIX LEVEL IIIA PANEL SET (NO SIDE BALLISTICS)	100045	PHOENIX	M	0101.06	IIIA	$ 2,766.50	$ 1,549.24	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	FFR - FIRE AND FIRST RESPONDER VEST PHOENIX LEVERL IIIA PANEL SET (COMPLETE SET INCLUDING FRONT BACK AND SIDE BALLISTICS)	100076	PHOENIX	M	0101.06	IIIA	$ 1,669.25	$ 934.78	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX AETHON T-SHIRT VEST, PRO AIR LEVEL II PANEL SET	100501	PL-II-01	M	0101.06	II	$ 1,611.50	$ 902.44	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX AETHON T-SHIRT VEST, PAX-II PANEL SET	100503	PAX-II	M	0101.06	II	$ 932.25	$ 522.06	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX AETHON T-SHIRT VEST, PRO AIR IIIA PANEL SET	100504	PL-IIIA-01	M	0101.06	IIIA	$ 1,837.00	$ 1,028.72	44.00%
Ballistic-resistant Vest (including carrier)	Handgun Protection	ONYX AETHON T-SHIRT VEST, PHOENIX LEVEL IIIA PANEL SET	100506	PHOENIX	M	0101.06	IIIA	$ 1,287.00	$ 720.72	44.00%

NON-MARKET BASKET ITEMS

Product	Type	Size	Gender (M=Male, N=Neutral, F=Female)	Threat Level	Minimum % Discount from MSRP (per each)
Trauma Pack	Soft	All	N/A	N/A	44.00%
Trauma Plate	Hard	All	N/A	N/A	44.00%
Insert	Soft or Hard	All	N/A	N/A	44.00%
Protector (groin, shoulder, throat, etc.)	Soft or Hard	All	N/A	All	44.00%
Carriers	Uniform, Concealable, Tactical	All	M, F, N	N/A	44.00%
Pouches	All	All	N/A	N/A	44.00%
Replacement Vest Straps	All	All	N/A	N/A	44.00%
ID Patches	All	All	N/A	N/A	44.00%
Carry Bags	Vest, Shield, Helmet	All	N/A	N/A	44.00%
Face Shields	All	All	N/A	N/A	
Helmet Accessories	All	N/A	N/A	N/A	
Shield LED Lights	All	All	N/A	N/A	
Shield Accessories	All	N/A	N/A	N/A	
Other Accessories	All	N/A	N/A	N/A	44.00%

Offeror must provide a list of all Agents/Distributors located in each state they are submitting a bid for.
Offeror must identify the areas covered by each Distributor by city or county.
Offeror may modify the document to add additional distributors if needed.
Offeror must identify each page with their company name.

Manufacturer Identifying Information

Manufacturer Name: Onyx Protective Group, INC
Address: 7359 NW 34 Street
City: Miami State: Florida Zip: 33122
Primary Contact: Tom Bailey
Phone: (503) 930-8395 Email: blackdogapprove@gmail.com
Website: www.onyxarmor.com
FEIN: 45-4287352

Distributor/Agent (Washington)
Identify Distributor/Agents for measuring/fitting and order placement

Company Name: HBLE
Address: 100 Andover Park West, Suite 150-105
City: Tukwila State: WA Zip: 98188
Primary Contact: Lisa Chang
Phone: (253)414-6066 Email: accounting@hurricanebutterfly.net
Website: www.hurricanebutterfly.net
FEIN: 82-5115007

Areas Covered: All counties - Statewide

Distributor/Agent (Washington)
Identify Distributor/Agents for measuring/fitting and order placement

Company Name: Greystone Tactical
Address: 1185 Hines St SE
City: Salem State: OR Zip: 97302
Primary Contact: Aaron Jerger
Phone: (503)964-9992 Email: ajerger@greystonetactical.com
Website: www.greystonetactical.com
FEIN: 81-4610548

Areas Covered: All counties - Statewide

Distributor/Agent (Washington)
Identify Distributor/Agents for measuring/fitting and order placement

Company Name: The Bunker Tri-Cities LLC
Address: 225 Wellsian Way
City: Richland State: Washington Zip: 99352
Primary Contact: Aaron Dysart
Phone: 509-900-7576 Email: adysart@thebunkertactical.com
Website: WWW.THEBUNKERTACTICAL.COM
FEIN: 84-4665417

Areas Covered: All counties - Statewide

Manufacturer Name:

DocuSign Envelope ID: 66BB5922-D8F8-4339-89AA-21D6F4CDB080

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 164716	Amendment CMS # 174633

1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **ONYX Protective Group, Inc dba ONYX Armor** (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & **Administration, State Purchasing & Contracts Office** (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number **164716.**

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2022, and ending on November 10, 2023.

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR	STATE OF COLORADO
ONYX Protective Group In, dba ONYX Armor	**Jared S. Polis, Governor**
	Department of Personnel and Administration
	Tony Gherardini, Executive Director
By: Thomas Wylie IV	DocuSigned by: John Chapman
Title: CEO	**By:** John Chapman, State Purchasing Manager
DocuSigned by: Thomas Wylie IV	
Date: 4/4/2022	**Date:** 4/4/2022

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Rachael Kamlet

Rachael Kamlet

Date: 4/4/2022

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Notice of Award to Crown Paper and Janitorial Services for the Procurement of Paper and Glove Supplies – CB 22-11 for Benton County Corrections Department
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Guerrero; Purchasing Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Board of Benton County Commissioners approved the solicitation of the bids for the procurement of Paper and Glove Supplies (CB-22-11) per Resolution 2022-653 for the Benton County Corrections Department.

The Corrections Department received five (5) bids prior to the deadline on September 23, 2022 and opened said bids on September 23, 2022, as provided in the invitation to bid.

A total of twenty (20) companies requested a bid packet with the following companies who responded with a bid proposal:

- **Crown Paper & Janitorial Supply, Inc**., Walla Walla, WA- $54,492.80, excluding WSST - $54,493.00, excluding WSST – as corrected
- **All Sources All Products, LLC**, San Diego, CA – 90,617.25, excluding WSST - $90,609.25 excluding WSST – as corrected
- **Malor & Company, Inc**., New York, NY - $95,356.25, excluding WSST - $95,398.25, excluding WSST – as **corrected**
- **HD Supply Facilities Maintenance, Ltd**., Jacksonville, FL - $105,569 excluding WSST – Disqualified for incomplete bid
- **Mersi Distribution, LLC**, Miami, FL - $10,980.00, excluding WSST – Disqualified for incomplete bid.

Representatives of the Benton County Corrections Department reviewed the bid proposals and recommend awarding the purchasing agreement to Crown Paper & Janitorial Supply Co., Walla Walla, WA as the lowest responsive bidder.

Fiscal Impact

Expenditures will be included in the 2023-2024 Corrections budget process.

Recommendation

Approve the attached Resolution providing Notice of Award for the procurement of Paper and Glove Supplies (CB 22-11) to Crown Paper and Janitorial Supply, Inc. as the lowest responsive bidder.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD TO CROWN PAPER AND JANITORIAL SUPPLY COMPANY FOR THE PURCHASE OF PAPER AND GLOVE SUPPLIES (CB 22-11)

WHEREAS, the Board of Benton County Commissioners approved the solicitation of bids for the procurement of Paper and Glove Supplies (CB 22-11) for the Benton County Corrections Department per Resolution 2022-653; and

WHEREAS, the Benton County Corrections Department received three (3) bids prior to the deadline on September 23, 2022 and opened said bids on September 23, 2022, as provided in the invitation to bid; and

WHEREAS, there were a total of twenty (20) companies that requested a bid packet with the following companies who responded with a proposal:

- Crown Paper & Janitorial Supply Co., Walla Walla, WA- $54,492.80, excluding WSST - $54,493.00, excluding WSST – as corrected
- All Sources All Products, LLC, San Diego, CA – 90,617.25, excluding WSST - $90,609.25 excluding WSST – as corrected
- Malor & Company, Inc., New York, NY - $95,356.25, excluding WSST - $95,398.25, excluding WSST – as corrected
- HD Supply Facilities Maintenance, Ltd., Jacksonville, FL - $105,569 excluding WSST – Disqualified for incomplete bid
- Mersi Distribution, LLC, Miami, FL - $10,980.00, excluding WSST – Disqualified for incomplete bid.

WHEREAS, representatives of the Benton County Corrections Department reviewed the bid proposals and recommend awarding the purchasing agreement to Crown Paper & Janitorial Supply Co., Walla Walla, WA as the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby deems Crown Paper & Janitorial Supply Company, Walla Walla, WA to be the lowest responsive bidder for the purchase of paper and glove supplies for the Benton County Corrections Department and shall be required to enter into an Agreement in the form of Exhibit D to the Paper and Glove Supplies Invitation for Bid CB 22-11 within ten (10) days of this notice.

Dated this _____day of _____, 2022.

_____
Chairman of the Board

_____
Member

Attest.....
Clerk of the Board

_____
Member
Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD – CB 22-11 File L. Small
Cc: Auditor's; PA; Crown Paper & Janitorial

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9-19-22	1

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   Crown Paper & Janitorial
   100 Avery
   Walla, Walla, WA. 99362

   Phone 509-529-4561 Fax 509-525-6367

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

PAPER AND GLOVE SUPPLIES - ADDENDA #1

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4 X 3-3/4 36lbs/case	Case	Essity	TM16165	1,000	$34.59 -	$34,590 -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	Essity	SCAMB 540A	60	$22.72 -	$1,363.20
3	Nitrile Gloves / blue / 5 Mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	Hospeco Blue 5mil Nitrile	Lgr med, Sm, XLg see below	~~200~~ 190	$49.00 -	$ 9,310 -
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case	Essity	SCARB 8002	100	$29.92 -	$2992.00
5	Trash Bags 33 gallon	16xM/10 rolls/25 ea/250 case	Case	Republic Bag	XN33401BCR	100	$ 28.25 -	$ 2,825 -
6	Trash Bags 12-16 gallon	7.5MIC/20 rolls/50 ea/1,000 case	Case	Republic Bag	~~XN2330BCR~~ XN24330BCR	50	$ 30.56 -	$ 15.28 -
7	Poly Tubing	12x18 - 500/per roll	Roll	LK Plastics	KF1218 MDW	15	$ 89.44 -	$ 1,341.60
						Subtotal for Paper and Glove Supplies		$ -

Gloves Blue Nitrile 5mil
10/100 cs XX Lg

Hospeco XXL 10cs 54.30 543.00

54,492.80

$54,493.00 as corrected

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 54,492.80 54,493.00 as corrected

LUMP SUM (excluding sales tax), in words Fifty four Thousand four hundred ninety two dollars and eighty Cents

SUBMITTED ON 9-20-, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery ST.
(STREET)

Walla Walla WA. 99362.
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper Janitorial INC
Legal Name of Vendor

Doug Hamilton
Signature of Authorized Person

Doug Hamilton
Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Crown Paper Janitorial, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Crown Paper Janitorial
(Company Name)

(Vendor's Signature)

Doug Hamilton
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

NOTARY PUBLIC in and for the State of Washington
residing at Walla Walla

DEBRA J SCHMIDT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8-19-25
167683

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Crown Paper Converting
(Company Name)

Doug Hamilton
(Vendor's Signature)

Doug Hamilton
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

Debra J Schmidt
NOTARY PUBLIC in and for the State of Washington
residing at Walla Walla

DEBRA J SCHMIDT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8-19-25
167683

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9/15/2022	1

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   Rita Patel - President

   1220 Rosecrans Street, #820

   San Diego, CA 92106

   Phone 707-481-7417 Fax N/A

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

PAPER AND GLOVE SUPPLIES - ADDENDA #1

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4 X 3-3/4 36lbs/case	Case	Coastwide Professional™ 2-Ply Standard Toilet Paper, White, 500 Sheets/Roll, 96 Rolls/Carton	#365377	1,000	$ 61.58 -	$ ~~61,588~~ 61,580 -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	Coastwide Professional™ Multifold Paper Towels, 1-ply, 250 Sheets/Pack, 16 Packs/Carton	#365374	60	$ 29.11 -	$ 1,746.6 -
3	Nitrile Gloves / blue / 5 Mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	Medgluv, 5mil, exam grade	#365385	200	$ 52.99 -	$ 10,598 -
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case	Coastwide Professional™ Hardwound Paper Towel, 1-Ply, White, 800'/Roll, 6 Rolls/Carton	#814906	100	$ 39.80 -	$ 3,980 -
5	Trash Bags 33 gallon	16xM/10 rolls/25 ea/250 case	Case	Coastwide Professional™ 30-33 Gal. Trash Bags, High Density, 16 Mic., Natural, 25 Bags/Roll, 10 Rolls	#814900	100	$ 24.11 -	$ 2,411 -
6	Trash Bags 12-16 gallon	7.5MIC/20 rolls/50 ea/1,000 case	Case	Coastwide Professional™ 12-16 Gal. Trash Bags, Low Density, 0.7 Mil, Clear, 250/Carton	#940004	50	$ 167.05 -	$ 8,352.5 -
7	Poly Tubing	12x18 - 500/per roll	Roll	LDPE	#6835	15	$ 129.41 -	$ 1,941.15 -
							Subtotal for Paper and Glove Supplies	$ 90,617.25 -

90,609.25
as Corrected
ew
9/23/22

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 90,617.25 90,609.25 as Corrected due 9/23/22

LUMP SUM (excluding sales tax), in words nine thousand, six hundred, seventeen and twenty five cents

SUBMITTED ON 9/22, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

1220 Rosecrans Street, #820
(STREET)

San Diego, CA 92106
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

All Sources All Products LLC
Legal Name of Vendor

Rita Patel
Signature of Authorized Person

Rita Patel
Print Name of Authorized Person

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

All Sources All Products LLC
(Company Name)

Rita Patel
(Vendor's Signature)

Rita Patel - President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 22nd day of Sep, 2022.

Maunil
NOTARY PUBLIC in and for the State of CA,
residing at San Diego, California.

MAUNIL PATEL
Commission No. 2379970
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires October 25, 2025

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

All Sources All Products LLC, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

All Sources All Products LLC
(Company Name)

Rita Patel
(Vendor's Signature)

Rita Patel - President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 22nd day of Sep, 2022.

Maunil
NOTARY PUBLIC in and for the State of CA,
residing at San Diego, California.

MAUNIL PATEL
Commission No. 2379970
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires October 25, 2025

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9/22/2022	1

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   _____

   _____

   _____

   _____

   Phone_____Fax_____

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ $95,356.25 95,398.25 as Corrected

LUMP SUM (excluding sales tax), in words ninety five thousands three hundred & sixty five twenty five

SUBMITTED ON GARLY BENOIT, 2022 MALOR & COMPANY INC

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

667 Madison Avenue, 5th Floor,

(STREET)

New York, NY 10065

(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

MALOR & COMPANY INC

Legal Name of Vendor

GARLY BENOIT

Signature of Authorized Person

GARLY BENOIT

Print Name of Authorized Person

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

MALOR & COMPANY INC
(Company Name)

GARLY BENOIT
(Vendor's Signature)

GARLY BENOIT CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20 day of September, 2022.

NOTARY PUBLIC in and for the State of NY,
residing at 1995 Broadway
NY NY 10023

ORAMIL RODRIGUEZ
Notary Public - State of New York
NO. 01RO6342947
Qualified in Bronx County
My Commission Expires May 31, 2024

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

MALOR & COMPANY INC, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

MALOR & COMPANY INC
(Company Name)

GARLY BENOIT
(Vendor's Signature)

GARLY BENOIT CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 22 day of September, 2022.

NOTARY PUBLIC in and for the State of New York

residing at 1995 Broadway
NY NY 10023

ORAMIL RODRIGUEZ
Notary Public - State of New York
NO. 01RO6342947
Qualified in Bronx County
My Commission Expires May 31, 2024

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9/15/2022	1

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   701 San Marco Blvd.

   Jacksonville, FL 32207

   Jonathan Richards

   Phone 509.460.6366 Fax

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

PAPER AND GLOVE SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4 X 3-3/4 36lbs/case	Case			1,000	$ -	$ -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case			60	$ -	$ -
3	Nitrile Gloves / blue / 5 Mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case			200	$ -	$ -
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case			100	$ -	$ -
5	Trash Bags 33 gallon	clear; 250/roll; 25 rolls/case	Case			100	$ -	$ -
6	Trash Bags 12-16 gallon	clear; 1,000/roll; 20 rolls/case	Case			50	$ -	$ -
7	Poly Tubing	12x18 - 500/per roll	Roll			15	$ -	$ -
						Subtotal for Paper and Glove Supplies		$ -

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $_____

LUMP SUM (excluding sales tax), in words _____

SUBMITTED ON September 22, 2022

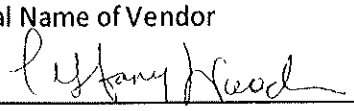
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

701 San Marco Blvd.
(STREET)

Jacksonville	FL	32207
(CITY)	(STATE)	(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

HD Supply Facilities Maintenance, Ltd.
Legal Name of Vendor



Signature of Authorized Person

Tiffany Woodie, Senior Director--Legal
Print Name of Authorized Person

PAPER AND GLOVE SUPPLIES - ADDENDA #1

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4 X 3-3/4 36lbs/case	Case			1,000	$ -	$ -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case			60	$ -	$ -
3	Nitrile Gloves / blue / 5 Mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case			200	$ -	$ -
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case			100	$ -	$ -
5	Trash Bags 33 gallon	16xM/10 rolls/25 ea/250 case	Case			100	$ -	$ -
6	Trash Bags 12-16 gallon	7.5MIC/20 rolls/50 ea/1,000 case	Case			50	$ -	$ -
7	Poly Tubing	12x18 - 500/per roll	Roll			15	$ -	$ -
						Subtotal for Paper and Glove Supplies		$ -

Item	Description
Toilet tissue	2 ply 500 sheet / 96 roll / case 4 x 3-3/
Multi-fold Towels	white, 250 bndl / 16 case
Nitrile Gloves, Blue, 5 mil, Exam	Small 100/box, 10/case
Nitrile Gloves, Blue, 5 mil, Exam	Medium 100/box, 10/case
Nitrile Gloves, Blue, 5 mil, Exam	Large 100/box, 10/case
Nitrile Gloves, Blue, 5 mil, Exam	Extra Large 100/box, 10/case
Nitrile Gloves, Blue, 5 mil, Exam	Extra Extra large 100/box, 10/case
White Roll Paper Towel	8 inch x 800 feet, large core, 6 rolls/ca
Trash Bag 33 Gallon	clear, 250 roll, 25 roll/case (ours 25/1(
Trash Bag 12-16 Gallon	clear, 1000/roll, 20 rolls/case (ours
Poly Bags	12x18 - 500/roll

Packaging	Brand Name	Product Code/ Item Numl
case	Renown	309116312
case	Renown	REN06003-WB
case	Safety Wercs	320826725
case	Safety Wercs	320827205
case	Safety Wercs	320827928
case	Safety Wercs	320828161
case	Safety Wercs	322350061
case	Renown	REN06005-WB
case	Renown	REN13315-CA
case	Renown	REN11500-CA
Roll	unavailable	

(A) Estimated Quantity	(B) Price Per	Total (A+B)
1000	$45.79	45,790
60	$19.17	$1,150.20
200	$50.50	$19,738
200	$50.50	$19,738
200	$50.50	$19,738
200	$50.50	$19,738
200	$50.50	$18,700
100	$31.20	$3,120
100	$24.49	$2,449
50	$23.95	$1,198
15		
	Subtotal	
		$105,569

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Tiffany Woodie, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

HD Supply Facilities Maintenance, Ltd.
(Company Name)

Tiffany Woodie
(Vendor's Signature)

Tiffany Woodie, Senior Director, Legal
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 22 day of September, 2022.

Mary E. Reiutz
Mary E. Reiutz

NOTARY PUBLIC in and for the State of Florida,

residing at 701 San Marco Blvd.
Jacksonville, FL 32207

Notary Public State of Florida
MARY E REIUTZ
My Commission GG 975735
Expires 04/05/2024

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

HD Supply Facilities Maintenance, Ltd.
(Company Name)

(Vendor's Signature)

Tiffany Woodie, Senior Director, Legal
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 22 day of September, 2022.

Mary E. Reiutz

NOTARY PUBLIC in and for the State of Florida,

residing at 701 San Marco Blvd.
Jacksonville, FL 32207

Notary Public State of Florida
MARY E REIUTZ
My Commission GG 975735
Expires 04/05/2024

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9/15	ADDENDA #1

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   Mersi Distribution LLC

   PMB 1423, 1000 Brickell Ave, STE 715, Miami, FL 33131

   Phone 800-654-0186 Fax

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

PAPER AND GLOVE SUPPLIES - ADDENDA #1

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4 X 3-3/4 36lbs/case	Case			1,000	$ -	$ -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case			60	$ -	$ -
3	Nitrile Gloves / blue / 5 Mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	SunnyCare	#890	200	$ 54.9 -	$ 10,980 -
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case			100	$ -	$ -
5	Trash Bags 33 gallon	16xM/10 rolls/25 ea/250 case	Case			100	$ -	$ -
6	Trash Bags 12-16 gallon	7.5MIC/20 rolls/50 ea/1,000 case	Case			50	$ -	$ -
7	Poly Tubing	12x18 - 500/per roll	Roll			15	$ -	$ -
						Subtotal for Paper and Glove Supplies		$ 10,980 -

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 10,980

LUMP SUM (excluding sales tax), in words Ten Thousand Nine-Hundred and Eighty

SUBMITTED ON September 22, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

PMB 1423, 1000 Brickell Ave, STE 715

(STREET)

Miami	FL	33131
(CITY)	(STATE)	(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Mersi Distribution LLC

Legal Name of Vendor

Signature of Authorized Person

Otto Wirsen

Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Faris Mersi, (Vendor),

being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

MERSI DISTRIBUTION LLC
(Company Name)

Faris Mersi
(Vendor's Signature)

Faris Mersi VP SALES
(Typed Name and Title)

State of Florida, County of Pasco
SUBSCRIBED and SWORN to before me this 22nd day of September, 2022.
by Faris Mersi identified by US Passport.

Jack W Koch

Jack W Koch
NOTARY PUBLIC in and for the State of Florida,

residing at Pasco County

Notarized online using audio-video communication

JACK W KOCH
Notary Public - State of Florida
Commission # HH48638
Expires on September 30, 2024

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

MERSI DISTRIBUTION LLC
(Company Name)

Faris Mersi
(Vendor's Signature)

Faris Mersi VP SALES
(Typed Name and Title)

State of Florida, County of Pasco
SUBSCRIBED and SWORN to before me this 22nd day of September, 2022.
Faris Mersi identified by US Passport.

Jack W Koch

NOTARY PUBLIC in and for the State of Florida,

residing at Pasco County

Notarized online using audio-video communication

JACK W KOCH
Notary Public - State of Florida
Commission # HH48638
Expires on September 30, 2024

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Notice of Award to Crown Paper & Janitorial Supply Company for the Procurement of Jail Chemicals and Janitorial Supplies – CB 22-12 for the Benton County Corrections Dept.
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Guerrero; Purchasing Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Board of Benton County Commissioners approved the solicitation of bids for the procurement of Jail Chemicals and Janitorial Supplies (CB 22-12) per Resolution 2022-654 for the Benton County Corrections Department (BCCD).

A total of eleven (11) companies requested a bid packet with the following companies who responded with a bid proposal:

- Crown Paper & Janitorial Supply Co., Walla Walla, WA- $45,843.06, not including WSST - $46,959.06 as corrected, not including WSST.

- HD Supply Facilities Maintenance, Ltd., Jacksonville, FL – $96,941.82, not including WSST - Disqualified for incomplete bid.

Fiscal Impact
Expenditures will be included in the 2023-2024 budget process.

Recommendation
Approve the attached Resolution providing Notice of Award for the procurement of Jail Chemicals and Janitorial Supplies (CB 22-12) to Crown Paper & Janitorial Supply Co., Walla Walla, WA as the lowest responsible bidder.

Suggested Motion
Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD TO CROWN PAPER AND JANITORIAL SUPPLY COMPANY FOR THE PURCHASE OF JAIL CHEMICALS AND JANITORIAL SUPPLIES (CB 22-12)

WHEREAS, the Board of Benton County Commissioners approved the solicitation of bids for the procurement of Jail Chemicals and Janitorial Supplies (CB 22-12) for the Benton County Corrections Department per Resolution 2022-654; and

WHEREAS, the Benton County Corrections Department received two (2) bids prior to the deadline on September 23, 2022 and opened said bid on September 23, 2022, as provided in the invitation to bid; and

WHEREAS, there were a total of eleven (11) companies that requested a bid packet with the following companies who responded with a proposal:

- Crown Paper & Janitorial Supply Co., Walla Walla, WA- $45,843.06, excluding WSST - $46,959.06, excluding WSST - as corrected
- HD Supply Facilities Maintenance, Ltd, Jacksonville, FL – $96,941.82, excluding WSST - Disqualified for incomplete bid

WHEREAS, representatives of the Benton County Corrections Department reviewed the bid proposals and recommend awarding the purchasing agreement to Crown Paper & Janitorial Supply Co., Walla Walla, WA as the lowest responsible bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby deems Crown Paper & Janitorial Supply Company, Walla Walla, WA to be the lowest responsible bidder for the purchase of Jail Chemicals and Janitorial Supplies for the Benton County Corrections Department and shall be required to enter into an Agreement in the form of Exhibit D to the Jail Chemical and Janitorial Supplies Invitation for Bid CB 22-12 within ten (10) days of this notice.

Dated this _____day of _____, 2022.

_____
Chairman of the Board

_____
Member

Attest……
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD – CB 22-12 File L. Small
Cc: Auditor's; PA; Crown Paper & Janitorial; Procurement

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Jail Chemicals and Janitorial Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

      Date: Addenda Number:

      _____ _____

      _____ _____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 45,843.06 46,959.04 as corrected

LUMP SUM (excluding sales tax), in words forty five Thousand eight hundred forty Three and 6 cents.

SUBMITTED ON SEPT 20, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery ST.
(STREET)

Walla Walla WA. 99362.
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper & Janitorial Inc.
Legal Name of Vendor

Doug Hamilton.
Signature of Authorized Person

Doug Hamilton.
Print Name of Authorized Person

LAUNDRY CHEMICALS

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	Active Ingredient Percentage	Oz. Per Load	"Estimated" Quantity of Preferred Packaging (A)	Price per Packaging (B)	"Estimated" Total (A x B) =
1	Concentrated Liquid Laundry Detergent - 100 Lb. Load Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in automated dispensing system in both large and small washing machines.	55 Gallon Drum	Eco Fresh	FCEF 55	20%	3 oz	20	$728.67	$14,573.40
2	Liquid Oxygenated Bleach - 100 Lb. Load Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in automated dispensing system in both large and small washing machines	55 Gallon Drum	All Bright	20PLSB 855	34%	2 oz	20	$422.82	$8456.40
3	Concentrated Liquid Laundry Detergent - 3.5 Cubic Feet Washing Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in residential size washing machines.	5 Gallon Pail	Eco Fresh	FCEF5	20%	3 oz	10	$74.03	$740.30
4	Liquid Oxygenated Bleach - 3.5 Cubic Feet Washing Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in residential size washing machines.	5 Gallon Pail	All Bright	20 wcw AB6	34%	2 oz	10	$71.67	$716.70
									Subtotal for Laundry Chemicals	$24,524.80

JANITORIAL SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
5	General Cleaner	Quart'r Packs Extra Strength Cleaner (Green)	Case 4 Pk/80/CS	Stearns	ST-680	40	$106.60	$4264.00
6	Disinfectant	Quart'r Packs Powdered Detergent Disinfectant (Red)	Case 4 PK/125/CS	Stearns	ST-690	40	$144.90	$5796.
7	Floor Cleaner	GS Neutral Floor Cleaner (Yellow)	Case 72/2oz per/CS for 2-3 Gal Buckets	Stearns	ST-846	70	$35.79	$2505.30
8	Bottle - General Cleaner	Quart'r Packs Extra Strength Cleaner Large Mouth Bottle - (Green)	each	Stearns	ST9680	20	$2.92	$58.40
9	Bottle - Disinfectant Bottle	Quart'r Packs Disinfectant Large Mouth Bottle - (Red)	each	Stearns	ST9690	20	$2.92	$58.40

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
10	Spray Head for General Cleaner Bottle	Green/White Spray Head for Large Mouth Spray Bottle	each	Stearns	ST-ZS-0550	20	$1.30	$ 26.00
11	Spray Head for Disinfectant Bottle	Red/White Spray Head for Large Mouth Bottle	each	Stearns	ST-ZS-0570	20	$1.30	$ 26.00
12	Floor Finish	Slip-resistant poly shield, water-based, emulsion-type, metal-interlocked, urethane - fortified, acrylic copolymer floor finish. Minimal maintenance, maintained with weekly high speed burnishing. For high traffic areas. Dries to a high gloss. Levels with no streaks or mop trails. Re-coats and blends well with existing coats. Retains gloss and possesses excellent resistance to scuffs and black heel marks.	5 Gallon Pail	Spectacular	FcSpec 5	20	$80.38	$ 1,607.60
13	Floor Stripper	Must be able to remove finish from a variety of floor surfaces, including tile and asphalt. Must rinse with water and not require a neutralizer.	Case 4x1Gal/Case	Implosion	Fc Implosn	20	$56.44	$ 1,128.80
14	Floor Maintainer	Snap Back Buffing (Flooring)	Case 4x1Gal/Case	Mist & Shine	Fcm6 QT	20	$72.52 CS	$ 1450.40
15	Hand Soap Dispensers	Foamy Dispensers - Black	each	Impact	Im9326	12	$22.63	$ 271.56
16	Foaming Hand Soap	one gallon container; use current dispenser (See note A below)	Case 4x1Gal/Case	FcFoamy	FcFoamy	40	$55.80	$ 2232.00
17	Floor Buffing/Stripping Pads - 17" White	White Polishing Pad 17" (5/pk)	Package 5/PK	Americo	Amer WT	10	$17.90	$ 179.00
18	Floor Buffing/Stripping Pads - Red	Red Buffing Pad 17" (5/pk)	Package 5/PK	Americo	Amer Rd.	10	$17.90	$ 179.00
19	Floor Buffing/Stripping Pads - Black	Black Strip Pad 17" (5/pk)	Package 5/PK	Americo	Amer BK	10	$17.90	$ 179.00

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
20	Floor Polishing Pads - White	White Polishing Pad 20" (5/pk)	Package 5/PK	America	Amer WT	10	$23.00	$230.
21	Dishwashing Liquid	Dawn Ultra Antibacterial Hand Soap - 21.6 FL oz.	each	Dawn	PGC 91695	200	$5.63	$1,126.00
22	Scouring Powder	28 oz. Cleanser (12 per case)	Case 24/Case	AJAX	CPC 14278	20	$33.48	$669.60
23	Bar Towel	Green Striped Bar Towel, 16 x 19, 100% High Grade Cotton, White w/Green Stripe - Length 19 in - Width 16in - 12/Dozen	Dozen 12/Dozen	A1 Textiles	Bar Towel	50	$7.00	$350.
24	Pad Holder (threaded)	Pad Holder Threaded / takes treaded handle only	each	Doodlebug	Am 542046	10	$9.72	$97.20
							Subtotal for Janitorial Supplies	$2131.8.26 22,434.26
							Total for both Chemicals and Janitorial Supplies	$45843.06 46,959.06 as corrected

Crown Paper and Janitorial Supply, Inc. A BRANCH OF WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

Phone: 509-529-4561
Fax: 509-525-6367

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
36737	09/16/22	5017	09/16/22

SOLD TO
BENTON COUNTY JAIL
7122 WEST OKANOGAN
BUILDING "B"
KENNEWICK, WA 99336
5092223794

SHIP TO
BENTON COUNTY JAIL LAUNDRY
7122 WEST OKANOGAN
BUILDING "B"
KENNEWICK, WA 99336
5092223794

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	VISA/MC

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE	
1	20	20	0	FCEF55	ECO FRESH 55GAL DRUM	DR	728.57	14571.40	✓
2	20	20	0	20PLSAB55	ALL BRITE 34% H2O2 BLEACH 55GAL/DRUM	DR	422.82	8456.40	✓
3	10	10	0	FCEF5	ECO FRESH LIQUID LAUNDRY DETERGANT 5 GAL PAIL	PL	78.03	780.30	✓
4	10	10	0	20WENAB5	ALL BRITE 34% H202 WENCO ALL FABRIC BLEACH/5GAL	PL	71.67	716.70	✓
5	40	40	0	ST-680	QUART'R PACKS EXTRA STRENGHT CLEANER[GREEN]4X80'S/CS	CS	106.60	4264.00	✓
6	40	40	0	ST-690	QUART'R PACKS DISINFECTANT 4PK/125/CS	CS	144.90	5796.00	✓
7	70	70	0	ST-846	GS NUTRAL CLEANER 72/2OZ PER/CS/FOR 2-3GAL BUCKET	CS	35.79	2505.30	✓
8	20	20	0	ST9680	QUART'R PACKS EXTRA-STRENGTH SPRAY BOTTLE COMPLETE/12CS	EA	2.92	58.40	✓

TOTAL QUANTITY		NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.	SUBTOTAL	
			FRGT/MISC	
			TAX	
			INVOICE TOTAL	

Thank you. We value your business.

THIS IS YOUR QUOTE

Crown Paper and Janitorial Supply, Inc. A BRANCH OF WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

Phone: 509-529-4561
Fax: 509-525-6367

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
36737	09/16/22	5017	09/16/22

SOLD TO
BENTON COUNTY JAIL
7122 WEST OKANOGAN
BUILDING "B"
KENNEWICK, WA 99336
5092223794

SHIP TO
BENTON COUNTY JAIL LAUNDRY
7122 WEST OKANOGAN
BUILDING "B"
KENNEWICK, WA 99336
5092223794

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	VISA/MC

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE	
9	20	20	0	ST9690	QUART'R PACKS POWDERED DISINF/ DET/SPRAY BOTTLE/12/CS	EA	2.92	58.40	✓
10	20	20	0	ST-ZS-0550	TRIGGER SPRAYER GREEN/WHITE LARGE MOUTH	EA	1.30	26.00	✓
11	20	20	0	ST-ZS-0570	TRIGGER SPRAYER RED/WHITE LARGE MOUTH	EA	1.30	26.00	✓
12	20	20	0	FCSPEC-5	SPECTACULAR FLOOR FINISH 5GAL PAIL	PL	80.38	1607.60	✓
13	20	20	0	FCIMPLOSN	IMPLOSION STRIPPER 4X1GLCS	CS	56.44	1128.80	✓
14	20	20	0	FCMS-QT	MIST AND SHINE QTS/12/CS SPRAY BUFF RESTORE	CS	72.52	1450.40	✓
15	40 20	20	0	FCFOAMY	BULK FOAMING HAND SOAP 4X1GL/CS	CS	55.80	1116.00 2232.00	*
16	10	10	0	AM17WT	17" WHITE POLISH PAD 5/CS	CS	17.90	179.00	✓

TOTAL QUANTITY		NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.	SUBTOTAL	
			FRGT/MISC	
			TAX	
			INVOICE TOTAL	

Thank you. We value your business.

THIS IS YOUR QUOTE

Crown Paper and Janitorial Supply, Inc. A BRANCH OF WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES · PAPER PRODUCTS · COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

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QUOTE

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36737	09/16/22	5017	09/16/22

SOLD TO
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7122 WEST OKANOGAN
BUILDING "B"
KENNEWICK, WA 99336
5092223794

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	VISA/MC

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
17	10	10	0	AM17RD	17" RED SPRAY BUFF FLOOR PAD 5/CS	CS	17.90	179.00
18	10	10	0	AM17BK	17" BLACK STRIP PADS 5/CS	CS	17.90	179.00
19	10	10	0	AM20WT	20" WHITE FLOOR PDS 5/CS	CS	23.00	230.00
20	200	200	0	PGC91695CT	DAWN ULTRA ANTIBACTERIAL DISH SOAP 8/34.2OZ	EA	5.63	1126.00
21	20	20	0	CPC14278	AJAX POWDERED CLEANSER WITH OXYGEN BLEACH 24/21OZ PER CASE	CS	33.48	669.60
22	50	50	0	BARTOWEL-GR	BAR TOWEL GREEN STRIPE 30oz 50DZ/CS	DZ	7.00	350.00
23	10	10	0	AM542046	HOLDER, PAD OCTOPUS/DOODLE BLUE THREADED HANDLE ONLY	EA	9.72	97.20
24	12	12	0	IM9326	BLACK BULK FOAM SOAP DISP 12/CS	EA	22.63	271.56

TOTAL QUANTITY	702

NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

SUBTOTAL	45843.06
FRGT/MISC	
TAX	3988.35
INVOICE TOTAL	49831.41

Thank you. We value your business.

THIS IS YOUR QUOTE

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Crown Paper Finance Inc., (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Crown Paper Finance
(Company Name)

(Vendor's Signature)

Doug Hamilton
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

NOTARY PUBLIC in and for the State of WA,
residing at Walla Walla

DEBRA J SCHMIDT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8-19-25
167683

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Crown Paper Janitorial
(Company Name)

(Vendor's Signature)

Doug Hamilton
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

NOTARY PUBLIC in and for the State of Washington

residing at Walla Walla

DEBRA J SCHMIDT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8-19-25
167683

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Jail Chemicals and Janitorial Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
NONE	_____
_____	_____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   701 San Marco Blvd.

   Jacksonville, FL 32207

   Jonathan Richards
   Phone 509.460.6366 Fax

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

~ This section was intentionally left blank ~

LAUNDRY CHEMICALS

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	Active Ingredient Percentage	Oz. Per Load	"Estimated" Quantity of Preferred Packaging (A)	Price per Packaging (B)	"Estimated" Total (A x B) =
1	Concentrated Liquid Laundry Detergent - 100 Lb. Load Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in automated dispensing system in both large and small washing machines.	55 Gallon Drum					20	$ -	$ -
2	Liquid Oxygenated Bleach - 100 Lb. Load Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in automated dispensing system in both large and small washing machines	55 Gallon Drum					20	$ -	$ -
3	Concentrated Liquid Laundry Detergent - 3.5 Cubic Feet Washing Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in residential size washing machines.	5 Gallon Pail					10	$ -	$ -
4	Liquid Oxygenated Bleach - 3.5 Cubic Feet Washing Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in residential size washing machines.	5 Gallon Pail					10	$ -	$ -
								Subtotal for Laundry Chemicals		$ -

JANITORIAL SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
5	General Cleaner	Quart'r Packs Extra Strength Cleaner (Green)	Case 4 PK/60/CS	Stearns	ST-680	40	$ -	$ -
6	Disinfectant	Quart'r Packs Powdered Detergent Disinfectant (Red)	Case 4 PK/125/CS	Stearns	ST-690	40	$ -	$ -
7	Floor Cleaner	GS Neutral Floor Cleaner (Yellow)	Case 72/2oz per/CS for 2-3 Gal Buckets	Stearns	ST-846	70	$ -	$ -
8	Bottle - General Cleaner	Quart'r Packs Extra Strength Cleaner Large Mouth Bottle - (Green)	each	Stearns	ST9680	20	$ -	$ -
9	Bottle - Disinfectant Bottle	Quart'r Packs Disinfectant Large Mouth Bottle - (Red)	each	Stearns	ST9690	20	$ -	$ -

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
10	Spray Head for General Cleaner Bottle	Green/White Spray Head for Large Mouth Spray Bottle	each	Stearns	ST-ZS-0550	20	$ -	$ -
11	Spray Head for Disinfectant Bottle	Red/White Spray Head for Large Mouth Bottle	each	Stearns	ST-ZS-0570	20	$ -	$ -
12	Floor Finish	Slip-resistant poly shield, water-based, emulsion-type, metal-interlocked, urethane - fortified, acrylic copolymer floor finish. Minimal maintenance, maintained with weekly high speed burnishing. For high traffic areas. Dries to a high gloss. Levels with no streaks or mop trails. Re-coats and blends well with existing coats. Retains gloss and possesses excellent resistance to scuffs and black heel marks.	5 Gallon Pail			20	$ -	$ -
13	Floor Stripper	Must be able to remove finish from a variety of floor surfaces, including tile and asphalt. Must rinse with water and not require a neutralizer.	Case 4x1Gal/Case			20	$ -	$ -
14	Floor Maintainer	Snap Back Buffing (Flopping)	Case 4x1Gal/Case			20	$ -	$ -
15	Hand Soap Dispensers	Foamy Dispensers - Black	each			12	$ -	$ -
16	Foaming Hand Soap	one gallon container; use current dispenser (See note A below)	Case 4x1Gal/Case			40	$ -	$ -
17	Floor Buffing/Stripping Pads - 17" White	White Polishing Pad 17" (5/pk)	Package 5/PK			10	$ -	$ -
18	Floor Buffing/Stripping Pads - Red	Red Buffing Pad 17" (5/pk)	Package 5/PK			10	$ -	$ -
19	Floor Buffing/Stripping Pads - Black	Black Strip Pad 17" (5/pk)	Package 5/PK			10	$ -	$ -

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
20	Floor Polishing Pads - White	White Polishing Pad 20" (5/pk)	Package 5/PK			10	$ -	$ -
21	Dishwashing Liquid	Dawn Ultra Antibacterial Hand Soap - 21.6 fl. oz.	each	Dawn		200	$ -	$ -
22	Scouring Powder	28 oz. Cleanser (12 per case)	Case 24/Case			20	$ -	$ -
23	Bar Towel	Green Striped Bar Towel, 16 x 19, 100% High Grade Cotton, White w/Green Stripe - Length 19in - Width 16in - 12/Dozen	Dozen 12/Dozen			50	$ -	$ -
24	Pad Holder (threaded)	Pad Holder Threaded / takes treaded handle only	each	Osodebug		10	$ -	$ -
						Subtotal for Janitorial Supplies		$ -

Total for both Chemkals and Janitorial Supplies	$ -

Laundry Chemicals

Item	Description	Packaging
Concentrated Liquid Laundry Det	Hard Water Tolerants	55 gallon drum
Liquid Bleach	color safe	55 gallon drum
Conc. Liq. Laundry Det 3.5 cu ft n	hard water tolerants	5 gal drum
Liquid Bleach	color safe	5 gal drum
General Cleaner	Renown Multi-purpose pod	25/pack
Disinfectant	Disinfectant Cleaner Dissolvable Pacs	40/pack
Floor Cleaner	Renown Heavy Duty Floor Cleaner Pod	
Bottle - General	32 oz bottle	each
Bottle - Disinfectant	32 oz bottle	each
Spray Trigger	Blue	each
Spray Trigger	Red/white	each
Floor Finish	Water-based, high gloss	5 gal pail
Finish Remover	Renown Floor Stripper	5 gal pail
Floor Maintainer	Spray Buff	1 gal / 4 case
Soap Dispensers	black	each
Foam Soap	Foaming, Cranberry Ice	1 gal / 4 case
Floor Finishing Pad	White 17"	5/pack
Floor Buffing Pad	Red 17"	5/pack
Floor Stripping Pad	Black 17"	5/pack
Floor Finishing Pad	White 20"	5/pack
Dishwashing Liquid	Dawn Pro 380z	each
Scouring Powder	Comet 21 oz. Original Powder Deodorizi	12/case
Bar Towels	28oz 100% cotton 16 x 19	12/pack
Pad Holder	Renown Pad Holder	each

oz/load	(A) Estimated Quant	(B) Price Per
2.0 – 3.0 oz. per 50 lbs dry clothing	20	$44.28
3 – 5 oz. per 50 lbs. of dry laundry	20	$452.43
1.0 - 3.0 oz. per load	10	$150.45
2.0-4.0 oz. per load	10	$1,519.71
	Subtotal	
	512	$19.74
	480	$53.59
	202	$39.07
	20	$0.53
	20	$0.53
	20	$0.67
	20	$0.59
	20	$64.03
	20	$57.77
	20	$45.00
	12	$0.00
	40	$54.24
	10	$14.25
	10	$14.25
	10	$14.25
	10	$18.35
	200	$5.23
	40	$37.68
	50	$6.75
	10	$11.90
	Subtotal	
	Total	

Brand Name	Product Code/ Item Numbe	Active Ingredient Percenta
Spartan	701055	17.0 - 55 %
Spartan	700555	1.3 - 8.0 %
Spartan	701005	17.0 - 55 %
Spartan	700505	1.3 - 8.0 %
Renown	311317015	
Aqua ChemPacs	314879399	
Renown	311317020	
Renown	REN05141	
Renown	REN05141	
Renown	REN05116	
Renown	REN05113	
Renown	REN02820-MS	
Renown	REN02852-MS	
Renown	REN02822-MS	
Spartan	SPA9757	
Spartan	SPA3152-04	
Renown	REN02065	
Renown	REN02045	
Renown	REN02015	
Renown	REN02068	
Dawn	PGC45112	
P&G	PGC32987	
HoSpCo	HOST1110-20DZPB	
Renown	319355040	

Total (A+B)
$885.60
$9,048.60
$1,504.50
$15,197.10
$40,328.40
$10,106.88
$25,723.20
$7,892.14
$10.60
$10.60
$13.40
$11.80
$1,643.60
$1,978.60
$785.60
$0.00
$2,169.60
$142.50
$142.50
$142.50
$183.50
$1,046.00
$4,104
$337.50
$168.90
$56,613.42
$96,941.82

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $_____

LUMP SUM (excluding sales tax), in words _____

SUBMITTED ON _____ September 22, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

701 San Marco Blvd.
(STREET)

Jacksonville	FL	32207
(CITY)	(STATE)	(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

HD Supply Facilities Maintenance, Ltd.
Legal Name of Vendor

Signature of Authorized Person

Tiffany Woodie, Senior Director, Legal
Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Tiffany Woodie, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

HD Supply Facilities Maintenance, Ltd.
(Company Name)

Tiffany Woodie
(Vendor's Signature)

Tiffany Woodie, Senior Director, Legal
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 22 day of September, 2022.

Mary E. Reiutz

Mary E. Reiutz

NOTARY PUBLIC in and for the State of Florida,

residing at 701 San Marco Blvd.
Jacksonville, FL 32207

Notary Public State of Florida
MARY E REIUTZ
My Commission GG 975735
Expires 04/05/2024

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

HD Supply Facilities Maintenance, Ltd.
(Company Name)

Tiffany Woodie
(Vendor's Signature)

Tiffany Woodie, Senior Director, Legal
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 22 day of September, 2022.

Mary E. Reiutz

NOTARY PUBLIC in and for the State of Florida,

residing at 701 San Marco Blvd.
Jacksonville, FL 32207

Notary Public State of Florida
MARY E REIUTZ
My Commission GG 975735
Expires 04/05/2024

HD SUPPLY FACILITIES MAINTENANCE, LTD.

Benton County Corrections Department

Bid Packet for Jail Chemicals CB-22-12 - Res. 2022-654

Exceptions List

Section	Exception
Bid Packet Section 9 – Second (2nd) sentence	Replace "immediately" with "*promptly*".
Exhibit A (Vendor Bid Form) Section 1	Delete in its entirety and replace with the following: "*1. The undersigned Vendor proposes and agrees that if this bid is accepted, it will enter into an Agreement with the County in a form substantially similar to Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.*"
Exhibit D ("Sample" Vendor Purchasing Agreement) Section 3 – Third (3rd), fourth (4th) and fifth (5th) paragraphs	Delete in their entirety and replace with the following: "*Invoices are generated upon product shipment or as services rendered and are due thirty (30) days from date of invoice.*"
Exhibit D ("Sample" Vendor Purchasing Agreement) Section 3 – Fourth (4th), fifth (5th), and sixth (6th) sentences.	Delete in their entirety and replace with the following: "*Invoices are generated upon product shipment or as services rendered and are due thirty (30) days from date of invoice.*"
Exhibit D ("Sample" Vendor Purchasing Agreement) 5a. For Vendor: [Insert name and address]	Insert the following: "*HD Supply Facilities Maintenance, Ltd.* *Attn: Legal Department* *3400 Cumberland Boulevard* *Atlanta, GA 30339*"
Exhibit D ("Sample" Vendor Purchasing Agreement) Section 6 – Second (2nd) sentence	Replace "immediately" with "*promptly*".
Exhibit D ("Sample" Vendor Purchasing Agreement) Section 7	Delete this Section in its entirety and replace with the following: "*7. Indemnification; Limitation of Liability* ***Indemnification**. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees (collectively, "Indemnitees"), from and against actual and direct claims and demands upon Indemnitees for damages to the extent arising out of any negligent act or willful misconduct by Vendor, its officers,*

	and employees while performing under this Agreement. This includes negligence on the part of Vendor, its officers, and employees due to violation of violation of applicable code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein. ***Limitation of Liability.*** *TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL VENDOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY VENDOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO VENDOR FOR GOODS FURNISHED TO THE COUNTY THAT ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF ACCRUAL OF A CAUSE OF ACTION.*"
Exhibit D ("Sample" Vendor Purchasing Agreement) Section 9	Add the following after the last sentence" "*Notwithstanding the foregoing, Vendor may assign its rights and obligations hereunder to an affiliate.*"
Exhibit D ("Sample" Vendor Purchasing Agreement) Section 10: 1. Subsection a - (Workers Compensation) – second (2nd) sentence 2. Subsection b - (Commercial General Liability and Employers Liability Insurance) a. First (1st) paragraph, first (1st) sentence b. Second (2nd) paragraph 3. Subsection d (Other Provisions)	1. Subsection a - (Workers Compensation) – second (2nd) sentence – Delete this Section in its entirety and replace with the following: "*Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of Vendor. Consequently, subvendor or sub-sub-vendor are also responsible for placement of workers compensation coverage.*" 2. Subsection b - (Commercial General Liability and Employers Liability Insurance) –

a. First (1st) sentence b. Section 3 c. Section 9 – Second (2nd) sentence 4. Subsection d (Verification of Coverage and Acceptability of Insurers): a. Section 1 – First (1st) sentence b. Section 4	a. First (1st) paragraph, first (1st) sentence – Replace "which may arise from any actions or inactions under this Contract" with "*caused*". b. Second (2nd) paragraph – Delete this paragraph in its entirety and replace with the following: "*The commercial general liability policy will contain an endorsement, blanket or scheduled, adding the County, its elected and appointed officials and employees as an Additional Insured and an endorsement that specifically states that Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.*" 3. Subsection d (Other Provisions) a. First (1st) sentence – Delete in its entirety and replace with the following: "*The Vendor's liability insurance provisions shall be primary with respect to any insurance, self-insurance programs covering the County, its elected and appointed officers, officials, and employees.*" b. Section 3 – Add "*or*" in front of "employees" and delete "or agents". c. Section 9 – second (2nd) sentence – Add "*Upon expiration of a remedy period set forth in writing,*" at the beginning of the sentence. 4. Subsection d (Verification of Coverage and Acceptability of Insurers): a. Section 1 – First (1st) sentence – Delete this sentence in its entirety and replace with the following: "*All insurance to be maintained by the Vendor, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the County, its elected*

	officials, employees and volunteers as an "Additional Insured" by way of endorsement; the County shall be provided prior written notice of cancellation." b. Section 4 – Delete in its entirety.
Exhibit D ("Sample" Vendor Purchasing Agreement) Section 16	Delete this Section in its entirety and replace with the following: *"16. Any notice required under this Agreement will be given in writing by personal delivery, by certified or registered mail, return receipt requested, or by overnight courier, directed to the address of the applicable party as set forth in Section 5 or to such other address as may be substituted by notice to the other party. All notices will be effective upon receipt."*
Exhibit D ("Sample" Vendor Purchasing Agreement) Section 18 – Second (2nd) sentence	Delete in its entirety and replace with the following: *"Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for special orders and products shipped through the termination date."*
Exhibit E (Certificate of Liability Insurance)	Delete all references to "agent" and/or "agents."

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Notice of Award to 911 Supply, Inc. for the Procurement of Employee Uniforms and Other Related Items – CB 22-10 for the Benton County Corrections Department
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Guerrero; Purchasing Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Board of Benton County Commissioners approved the solicitation of bids for the procurement of Employee Uniforms and Other Related Items (CB 22-10) per Resolution 2022-652 for the Benton County Corrections Department.

The Benton County Corrections Department received three (3) bids prior to the deadline on September 23, 2022 and opened said bids on September 23, 2022, as provided in the invitation to bid.

A total of thirteen (13) companies requested a bid packet with the following companies who responded with a bid proposal:

- 911 Supply, Inc., Keizer, OR – $58,587.53, excluding WSST
- The Bunker Tri-Cities LLC, Richland, WA - $60,053.20, excluding WSST – with alternate brands items offered
- Galls, LLC, Lexington, KY - $60,167.85, excluding WSST, plus price increase for oversized items

Fiscal Impact

Expenditures will be included in the 2023-2024 Corrections budget process.

Recommendation

Approve the attached Resolution providing Notice of Award for the procurement of Employee Uniforms and Other Related Items (CB 22-10) to 911 Supply, Inc., Keizer, OR as the lowest responsive bidder.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD TO 911 SUPPLY, INC. FOR THE PROCUREMENT OF EMPLOYEE UNIFORMS AND OTHER RELATED ITEMS FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT (CB 22-10)

WHEREAS, the Board of Benton County Commissioners approved the solicitation of bids for the procurement of Employee Uniforms and Other Related Items (CB 22-10) per Resolution 2022-652; and

WHEREAS, the Benton County Corrections Department received three (3) bids prior to the deadline on September 23, 2022 and opened said bids on September 23, 2022, as provided in the invitation to bid; and

WHEREAS, there were a total of thirteen (13) companies that requested bid packets with the following companies who responded with a proposal:

- 911 Supply, Inc., Keizer, OR – $58,687.53, excluding WSST
- The Bunker Tri-Cities LLC, Richland, WA - $60,053.20, excluding WSST, with alternate brand items offered.
- Galls, LLC, Lexington, KY - $60,167.85, excluding WSST, plus price increase for oversized items; and

WHEREAS, representatives of the Benton County Corrections Department reviewed the bid proposals and recommend awarding the purchasing agreement to 911 Supply, Inc. as the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby deems 911 Supply, Inc., Keizer, OR the lowest responsive bidder for the purchase of Employee Uniforms and Other Related Items (CB 22-10) for the Benton County Corrections Department and said bidder shall be required to enter into an Agreement in the form of Exhibit D to the Employee Uniforms and Other Related Items (CB 22-10) within ten (10) days of this notice.

Dated this _____ day of _____, 2022.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: BCCD – CB 22-10 File
Cc: Auditor's; PA; 911 Supply, Inc.

L. Small

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms and Other Related Items for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Pl., Suite B110
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

   Date: Addenda Number:

   NONE

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   911 Supply
   Attn: Pete Copp - Sales Manager
   4101 River Road N.
   Keizer, OR 97303

   Phone 503-393-4911 Fax 503-393-2107

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

~ This section was intentionally left blank ~

9.

Exhibit A
Request for Bid - CB 20-22
Employee Uniforms and Equipment

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Blauer - BDU Short sleeve shirts for Men - Black	Blauer Style #8676 short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea	8676	100	$71.49	$7,149.00
2	Blauer - BDU Long sleeve shirts for Men - Black	Blauer Style #8671 long sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671	80	$75.78	$6,062.40
3	Blauer BDU Short sleeve shirts for Women - Black	Blauer Style # 8676W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8676W	70	$71.49	$5,004.30
4	Blauer - BDU Short sleeve shirts for Women - Black	Blauer Style # 8671W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671W	20	$75.78	$1,515.60
5	5.11 Tactical Pants for Men	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Men's - Mfg #74369	ea.	74369	350	$60.48	$21,168.00
6	5.11 Tactical Pants for Women	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Women's - Mfg #64386	ea.	64386	100	$60.48	$6,048.00
7	Skull Cap	Blauer Skull Cap - Mfg #160	ea.	160	60	$17.92	$1,075.20
8	Tie - Grey	Breakaway Tie - Grey	ea.	90001	20	$4.33	$ 86.60
9	Badges	BC1685 - 5661EOTAC Shield w/Black Background Badge - Gold plate or Rhodium	ea.	5661EO	20	$111.25	$2,225.00
10	Collar Insignia	Small Insignia's for Corporal, Sergeant, Lieutenant, Captain, & 1,2,3, Stars	ea.	N/A	5	$6.10	$ 30.50
11	Nametag Holder	Rank and Servicing Since Nametag Holder	ea.	NP105	3	$9.38	$ 28.14
12	Name plate	2 1/4 X 3/8 Nameplate - Gold or Silver	ea.	NP100	3	$9.38	$ 28.14
13	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	7200	60	$38.75	$2,325.00
14	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	7205	60	$17.19	$1031.40
15	Holster (Patrol)	Safariland ALS # 6360-8192-131	ea.	6360-8192-131	10	$123.75	$1,237.50
16	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	44HT00	10	$36.08	$360.80
17	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	7320	10	$23.29	$232.90
18	Mag Pouch	Bianchi AccuMold Triple Threat II double mag	ea.	7302	10	$25.79	$257.90

9.

Exhibit A
Request for Bid - CB 20-22
Employee Uniforms and Equipment

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
19	Hand Cuffs	Peerless standard Handcuffs	ea.	4710	20	$25.67	$513.40
20	Hand Cuffs	Peerless hinged hand cuffs	ea.	4801	10	$37.28	$372.80
21	Hand Cuff Case	Bianchi AccuMold single cuff case	ea.	7300	5	$21.10	$105.50
22	Hand Cuff Case	Bianchi AccuMold double cuff case	ea.	7317	5	$18.29	$91.45
23	OC-10 case	Bianchi AccuMold OC case	ea.	7307	20	$17.35	$347.00
24	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	7326	5	$13.29	$66.45
25	Radio Case	Bianchi Radio Case #7314S	ea.	7314S	10	$33.44	$334.40
26	ASP	Steel Friction lock baton foam grip 21"	ea.	52411	1	$124.40	$124.40
27	ASP Holder	Bianchi ASP Baton Holder	ea.	7312	5	$15.17	$75.85
28	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	7406	20	$10.79	$215.80
29	Tactical Suspenders	Nylon Tactical Suspenders	ea.	174-1	5	$29.84	$149.20
30	Load Bearing Suspenders	Blackhawk Load Bearing Suspenders (or comparative)	ea	35LBSIBK	5	$32.48	$162.40
31	Name patch - Cinder (thread color)	In matching colors - Cinder (thread color)	ea.	N.T.	10	$5.00	$50.00
32	Seatbelt Cutter	Fold Out Seatbelt Cutter	ea	UZI	10	$21.25	$212.50
					Total Bid Proposal		$58,687.53 ✓

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 58,687.53

LUMP SUM (excluding sales tax), in words Fifty Eight Thousand Six Hundred Eighty Seven dollars and Fifty Three Cents.

SUBMITTED ON 9/19/2022, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

4101 River Road N.
(STREET)

Keizer OR 97303
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

911 Supply
Legal Name of Vendor

Pete Copp
Signature of Authorized Person

Pete Copp
Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

911 Supply, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not there in named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

911 Supply
(Company Name)

Pete Capp
(Vendor's Signature)

Pete Capp - Sales Manager
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 21st day of September, 2022.

BHH
NOTARY PUBLIC in and for the State of Oregon,
residing at Marion County

OFFICIAL STAMP
BRIGETTE DANIELLE HUMISTON
NOTARY PUBLIC - OREGON
COMMISSION NO. 1000284A
MY COMMISSION EXPIRES MAY 25, 2024

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

911 Supply
(Company Name)

(Vendor's Signature)

Pete Capp - Sales Manager
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 21st day of September 2022.

NOTARY PUBLIC in and for the State of Oregon,
residing at Marion County

OFFICIAL STAMP
BRIGETTE DANIELLE HUMISTON
NOTARY PUBLIC - OREGON
COMMISSION NO. 1000284A
MY COMMISSION EXPIRES MAY 25, 2024

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms and Other Related Items for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO:

Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Pl., Suite B110
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

      Date: Addenda Number:

      _____ _____

      _____ _____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   225 Wellsian Way
   Richland, WA 99352

   Phone (509) 943-0269 Fax _____

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

~ This section was intentionally left blank ~

9.

Exhibit A
Request for Bid - CB 20-22
Employee Uniforms and Equipment

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Blauer - BDU Short sleeve shirts for Men - Black	Blauer Style #8676 short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea	8676	100	$69.22	$6922.00
2	Blauer - BDU Long sleeve shirts for Men - Black	Blauer Style #8671 long sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671	80	$73.01	$5840.80
3	Blauer BDU Short sleeve shirts for Women - Black	Blauer Style # 8676W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8676W	70	$69.22	$4845.40
4	Blauer - BDU Short sleeve shirts for Women - Black	Blauer Style # 8671W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671W	20	$73.01	$1460.20
5	5.11 Tactical Pants for Men	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Men's - Mfg #74369	ea.	74369	350	$67.00	$23,450.00
6	5.11 Tactical Pants for Woman	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Women's - Mfg #64386	ea.	64386	100	$67.00	$6700.00
7	Skull Cap	Blauer Skull Cap - Mfg #160	ea.	160	60	$23.00	$1380.60
8	Tie - Grey	Breakaway Tie - Grey	ea.	90010	20	$7.40	$148.00
9	Badges	BC1685 - S661EOTAC Shield w/Black Background Badge - Gold plate or Rhodium	ea.	S661EOTAC	20	$86.67	$1733.40
10	Collar Insignia	Small Insignia's for Corporal, Sergeant, Lieutenant, Captain, & 1,2,3, Stars	ea.	Various	5	$6.48	$32.40
11	Nametag Holder	Rank and Servicing Since Nametag Holder	ea.	NP105	3	$10.00	$30.00
12	Name plate	2 1/4 X 3/8 Nameplate - Gold or Silver	ea.	NP101	3	$10.00	$30.00
13	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	Alternate*	60	$22.07	$1324.20
14	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	Alternate*	60	$21.47	$1288.20
15	Holster (Patrol)	Safariland ALS # 6360-8192-131	ea.	6360	10	$148.80	$1488.00
16	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	44HT00	10	$36.16	$361.60
17	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	Alternate*	10	$16.69	$166.90
18	Mag Pouch	Bianchi AccuMold Triple Threat II double mag	ea.	Alternate*	10	$25.33	$253.30

*See Appendix A for alternate product identification

9.

Exhibit A
Request for Bid - CB 20-22
Employee Uniforms and Equipment

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
19	Hand Cuffs	Peerless standard Handcuffs	ea.	4710	20	$ 26.83	$ 536.60
20	Hand Cuffs	Peerless hinged hand cuffs	ea.	4801	10	$ 38.97	$ 389.70
21	Hand Cuff Case	Bianchi AccuMold single cuff case	ea.	Alternate*	5	$ 14.67	$ 73.35
22	Hand Cuff Case	Bianchi AccuMold double cuff case	ea.	Alternate*	5	$ 17.07	$ 85.35
23	OC-10 case	Bianchi AccuMold OC case	ea.	Alternate*	20	$ 14.67	$ 293.40
24	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	Alternate*	5	$ 11.80	$ 59.00
25	Radio Case	Bianchi Radio Case #73145	ea.	Alternate*	10	$ 27.73	$ 277.30
26	ASP	Steel Friction lock baton foam grip 21"	ea.	52411	1	$ 136.80	$ 136.80
27	ASP Holder	Bianchi ASP Baton Holder	ea.	Alternate*	5	$ 13.13	$ 65.65
28	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	Alternate*	20	$ 6.40	$ 128.00
29	Tactical Suspenders	Nylon Tactical Suspenders	ea.	VSSI-SPEC	5	$ 34.04	$ 170.20
30	Load Bearing Suspenders	Blackhawk Load Bearing Suspenders (or comparative)	ea	35LBS1BK	5	$ 31.31	$ 156.55
31	Name patch - Cinder (thread color)	in matching colors - Cinder (thread color)	ea.	NT	10	$ 5.36	$ 53.60
32	Seatbelt Cutter	Fold Out Seatbelt Cutter	ea	UZI	10	$ 17.33	$ 173.30

Total Bid Proposal	$ 60,053.20

*See Appendix A for alternate product identification

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 60,053.20

LUMP SUM (excluding sales tax), in words Sixty-thousand fifty-three dollars & twenty cents

SUBMITTED ON September 23, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

225 Wellsian Way
(STREET)

Richland WA 99352
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

The Bunker Tri-Cities LLC
Legal Name of Vendor

Signature of Authorized Person

Marques Harrer
Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

The Bunker Tri-Cities LLC, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not there in named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

The Bunker Tri-Cities LLC
(Company Name)

(Vendor's Signature)

Marques Harrer - Owner
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 22 day of September, 2022.

NOTARY PUBLIC in and for the State of WA.

residing at Franklin County

TAMRA M. CUNNINGHAM
NOTARY PUBLIC
COMM. EXPIRES
10/26/2024
STATE OF WASHINGTON

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

The Bunker Tri-Cities LLC
(Company Name)

(Vendor's Signature)

Marqucs Harrer - Owner
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20nd day of September 2022.

NOTARY PUBLIC in and for the State of Wa.,
residing at Franklin County

TAMRA M. CUNNINGHAM
NOTARY PUBLIC
COMM. EXPIRES
10/26/2024
STATE OF WASHINGTON

THE BUNKER

111 N Vista Rd, St 4D
Spokane Valley, WA 99212
(509) 315-8174

225 Wellsian Way
Richland, Washington 99352
(509)943-0269

Appendix A – Alternate Items

The Bunker has chosen to provide alternate items that meet or exceed the quality of those requested on Exhibit A of the CB22-10 bid document. The Bunker will provide wear tests to the county free of charge.

Reason for alternate items:

Safariland restricts our ability to include their products on public bids. The Bunker does stock Safariland/Bianchi products and can provide them to Benton County Corrections in the store.

Line Item	Item	Description	Unit	Product Code/ Item Number
13	Outer Duty Belt	PERFECT FIT 2.25 INCH NYLON DUTY BELT	Ea.	NBD-1
14	Inner Duty Belt	BLAUER -GUARDIAN III KEEPER BELT	Ea.	B005-11
17	Mag Pouch (Open Top)	Hero's Pride Ballistic Open Top Magazine Case 1032	Ea.	1032
18	Mag Pouch	Hero's Pride Ballistic Open Top Magazine Case 1038	Ea.	1038
21	Hand Cuff Case	PERFECT FIT SINGLE NYLON CUFF CASE WITH BELT SLIDE AND HIDDEN SNAP	Ea.	906-N-HS
22	Hand Cuff Case	PERFECT FIT DOUBLE NYLON CUFF CASE WITH BELT SLIDE AND HIDDEN SNAP	Ea.	806-N-HS
23	OC-10 Case	PERFECT FIT NYLON MK3 MACE 2OZ HOLDER WITH HIDDEN SNAP	Ea.	822-N-HS
24	Stinger Flashlight Holder	PERFECT FIT NYLON OPEN TOP STREAMLIGHT STINGER 2020 FLASHLIGHT HOLDER	Ea.	836-N
25	Radio Case	PERFECT FIT NYLON BELT SLIDE RADIO HOLDER WITH ELASTIC STRAP	Ea.	815-B-N
27	ASP Holder	PERFECT FIT NYLON EXPANDABLE BATON HOLDER	Ea.	832-N
28	Belt Keepers	PERFECT FIT 1 INCH NYLON BELT KEEPER WITH BLACK SNAP (4-PACK)	Ea.	804-N

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms and Other Related Items for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Pl., Suite B110
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

      Date: Addenda Number:

      _____ _____

      _____ _____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   Galls, LLC

   1340 Russell Cave Road, Lexington, KY 40505

   bidreview@galls.com

   Phone 859-787-0428 Fax 877-914-2557

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

~ This section was intentionally left blank ~

9.

Exhibit A
Request for Bid - CB 20-22
Employee Uniforms and Equipment

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Blauer - BDU Short sleeve shirts for Men - Black	Blauer Style #8676 short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea	8676	100	$ 81.10 -	$ 8,110.00 -
2	Blauer - BDU Long sleeve shirts for Men - Black	Blauer Style #8671 long sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671	80	$ 85.45 -	$ 6,836.00 -
3	Blauer BDU Short sleeve shirts for Women - Black	Blauer Style # 8676W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8676W	70	$ 81.10 -	$ 5,677.00 -
4	Blauer - BDU Short sleeve shirts for Women - Black	Blauer Style # 8671W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671W	20	$ 85.45 -	$ 1,709.00 -
5	5.11 Tactical Pants for Men	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Men's - Mfg #74369	ea.	74369	350	$ 58.90 -	$ 20,615.00 -
6	5.11 Tactical Pants for Women	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Women's - Mfg #64386	ea.	63486	100	$ 58.90 -	$ 5,890.00 -
7	Skull Cap	Blauer Skull Cap - Mfg #160	ea.	160	60	$ 25.00 -	$ 1,500.00 -
8	Tie - Grey	Breakaway Tie - Grey	ea.	90105	20	$ 8.25 -	$ 165.00 -
9	Badges	BC1685 - S661EOTAC Shield w/Black Background Badge - Gold plate or Rhodium	ea.	S661EOTAC	20	$ 77.20 -	$ 1,544.00 -
10	Collar Insignia	Small Insignia's for Corporal, Sergeant, Lieutenant, Captain, & 1,2,3, Stars	ea.	J57	5	$ 9.30 -	$ 46.50 -
11	Nametag Holder	Rank and Servicing Since Nametag Holder	ea.	YDLE-50	3	$ 15.20 -	$ 45.60 -
12	Name plate	2 1/4 X 3/8 Nameplate - Gold or Silver	ea.	69S	3	$ 11.05 -	$ 33.15 -
13	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	1016101, multiple others	60	$ 38.75 -	$ 2,325.00 -
14	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	1016341, multiple others	60	$ 17.20 -	$ 1,032.00 -
15	Holster (Patrol)	Safariland ALS # 6360-8192-131	ea.	6360-8192-131	10	$ 135.00 -	$ 1,350.00 -
16	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	44H015BK	10	$ 32.60 -	$ 326.00 -
17	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	1016629	10	$ 23.30 -	$ 233.00 -
18	Mag Pouch	Bianchi AccuMold Triple Threat II double mag	ea.	1160751	10	$25.80 -	$ 258.00 -

9.

Exhibit A
Request for Bid - CB 20-22
Employee Uniforms and Equipment

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B=
19	Hand Cuffs	Peerless standard Handcuffs	ea.	4710	20	$ 22.95 -	$ 459.00 -
20	Hand Cuffs	Peerless hinged hand cuffs	ea.	4801	10	$ 33.10 -	$ 331.00 -
21	Hand Cuff Case	Bianchi AccuMold single cuff case	ea.	1016005	5	$ 21.10 -	$ 105.50 -
22	Hand Cuff Case	Bianchi AccuMold double cuff case	ea.	1016579	5	$ 18.30 -	$ 91.50 -
23	OC-10 case	Bianchi AccuMold OC case	ea.	1016010	20	$ 17.35 -	$ 347.00 -
24	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	1017705, 1017706	5	$ 13.30 -	$ 66.50 -
25	Radio Case	Bianchi Radio Case #7314S	ea.	1016230	10	$ 29.70 -	$ 297.00 -
26	ASP	Steal Friction lock baton foam grip 21"	ea.	52411	1	$ 117.60 -	$ 117.60 -
27	ASP Holder	Bianchi ASP Baton Holder	ea.	1018074	5	$ 15.20 -	$ 76.00 -
28	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	1015918	20	$ 10.80 -	$ 216.00 -
29	Tactical Suspenders	Nylon Tactical Suspenders	ea.	820	5	$ 21.20 -	$ 106.00 -
30	Load Bearing Suspenders	Blackhawk Load Bearing Suspenders (or comparative)	ea	35LBS1BK	5	$ 25.60 -	$ 128.00 -
31	Name patch - Cinder (thread color)	(in matching colors - Cinder (thread color)	ea.	X192446C	10	$ 3.80 -	$ 38.00 -
32	Seatbelt Cutter	Fold Out Seatbelt Cutter	ea	KN211	10	$ 9.35 -	$ 93.50 -
					Total Bid Proposal		$ 60,167.85 -

Pricing valid for standard sizes of shirts, pants, and outer duty belts. Oversize pricing will be charged the following surcharges:
Men's Shirts: Men's 2XL or 18 – 18.5 10%; 3XL or 19 – 19.5 20%; 4XL or 20 – 20.5 30%; 5XL+ or 21 – 21.5+ 75%
Women's Shirts: 2XL or 46 – 48 10%; 3XL or 50 20%; 4XL or 52 30%; 5XL+ or 54+ 75%
Men's Pants: 46 – 54: 22%
Outer Duty Belts: 2X: 6.5%

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 60,167.85

LUMP SUM (excluding sales tax), in words sixty thousand one hundred sixty seven and 85/100

SUBMITTED ON September 20, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

1340 Russell Cave Road

(STREET)

Lexington	KY	40505
(CITY)	(STATE)	(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Galls, LLC

Legal Name of Vendor

Signature of Authorized Person

Bruce Kulp, COO

Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Galls, LLC, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not there in named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Galls, LLC
(Company Name)

(Vendor's Signature)

Bruce Kulp, COO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

NOTARY PUBLIC in and for the State of Kentucky,
residing at 1340 Russell Cave Road, Lexington, KY 40505

TIFFANY BREWER
NOTARY PUBLIC
Kentucky, State At Large
I.D. # 616865
My Commission Expires 2/12/2023

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Galls, LLC
(Company Name)

(Vendor's Signature)

Bruce Kulp, COO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

NOTARY PUBLIC in and for the State of Kentucky,

residing at 1340 Russell Cave Road, Lexington, KY 40505

TIFFANY BREWER
NOTARY PUBLIC
Kentucky, State At Large
I.D. # 616865
My Commission Expires 2/12/2023

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Accepting work performed by CP Mechanical, LLC for the Replacement of Jail Condensing Units
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

The County entered a contract with CP Mechanical to replace the Jail Condensing Units on January 11, 2022 (Res. 2022-043). CP Mechanical, LLC has completed all work required under the Contract. The project has been examined by the Construction Manager and has been found to comply with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Construction Manager recommends that the Board formally accept CP Mechanical's work and the project as complete and authorize the release of their retainage.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY CP MECHANICAL UNDER THE CONTRACT FOR THE REPLACEMENT OF JAIL CONDENSING UNITS

WHEREAS, on January 11, 2022, the Board of County Commissioners entered into a contract with CP Mechanical, LLC of Yakima, Washington (Resolution 2022-043) to replace the Jail Condensing Units; and

WHEREAS, the contractor has completed all work required under their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received, and all closeout paperwork is in order; and

WHEREAS, this project has been examined by the Construction Manager and has been found to comply with the applicable project specifications and drawings; and

WHEREAS, the Construction Manager recommends that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Construction Manager's recommendation and hereby accepts the work performed by CP Mechanical, LLC under the contract for the replacement of the jail condensing units as being completed in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board authorizes the release of the retainage of $6,285.00

Dated this 11th day of October 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing
c: Procurement

P. Schut

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Interlocal Agreement between Benton County and City of Kennewick for the 2022 Washington Auto Theft Prevention Authority Program Award
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Ryan Lukson; BCSO; Purchasing Dept.

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Per Resolution 2022-473, the Board of Benton County Commissioners accepted the grant funding in the amount of $33,589.00 from Washington Auto Theft Prevention Authority to be applied towards the purchase of ten (10) Flock Falcon Automatic License Plate Readers and fifty (50) Rat Trap II devices.

The attached Interlocal Agreement between Benton County and the City of Kennewick is necessary as the City of Kennewick was the recipient of the overall grant award of $132,789.00 to be shared between the collaborating entities (KPD, RPD, WRPD, and BCSO).

The City of Kennewick will reimburse Benton County for the purchase of said equipment up to $33,589.

The City of Kennewick is requesting that Benton County sign the Interlocal Agreement first and they will provide us a fully executed copy for our records.

Fiscal Impact

Amount: $33,589

Fund: 1260 – Sheriff Investigative Fund - The purchase of said equipment will be paid from the Sheriff Investigative Fund and then the grant funding reimbursables will be deposited back into this same fund.

Suggested Recommendation

Approve the attached Resolution and Interlocal Agreement between Benton County and the City of Kennewick regarding the 2022 Washington Auto Theft Prevention Authority Program Award and authorize the Chairman of the Board to sign said Agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND CITY OF KENNEWICK REGARDING THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY FOR THE PURCHASE OF TEN (10) AUTOMATED LICENSE PLATE READERS AND FIFTY (50) RAT TRAP DEVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, on June 14, 2022, Kennewick Police Department submitted a multi-agency grant application for Kennewick PD, Richland PD, West Richland PD, and Benton County Sheriff's Office for funding of 40 Flock Automated License Plate Readers and 170 Rat Trap tire deflation devices and our region was awarded grant funding in the amount of $132,789; and

WHEREAS, per Resolution 2022-473, the Board of Benton County Commissioners accepted the grant funding in the amount of $33,589.00 from Washington Auto Theft Prevention Authority to be applied towards the purchase of ten (10) Flock Falcon Automatic License Plate Readers and fifty (50) Rat Trap II devices, as further outlined in the grant award; and

WHEREAS, the attached Interlocal Agreement between Benton County and the City of Kennewick is necessary as the City of Kennewick was the recipient of the overall grant award of $132,789 to be shared between the collaborating entities (KPD, RPD, WRPD and BCSO); and

WHEREAS, Benton County Sheriff's Office will be responsible for purchasing the equipment allotted for the County and then will be reimbursed after submitting paid invoices to the City of Kennewick as further outlined in the attached Interlocal Agreement between Benton County and the City of Kennewick; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the Interlocal Agreement between Benton County and the City of Kennewick regarding the Washington Auto Theft Prevention Authority Program for reimbursement of the purchase of ten (10) Flock Falcon Automatic License Plate Readers and fifty (50) Rate Trap II devices up to an amount of $33,589, including WSST, and hereby authorizes the Chairman to sign said Interlocal Agreement; and

BE IT FURTHER RESOLVED, equipment expenditures shall be paid from the Sheriff Investigation Fund and the reimbursable expenditures paid by the City of Kennewick will be deposited back into this same fund; and

BE IT FURTHER RESOLVED, the purchase of said equipment will come before the Board for approval under a different Resolution.

Dated this 11th day of October, 2022.

_____
Chairman of the Board

_____
Chairman Pro Tem

Attest……..
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCSO
Cc: Auditors, Procurement, City of Kennewick L. Small

The State of Washington
County of Benton

Inter-local Agreement
Between the City of Kennewick, WA and Benton County, WA

2022 Washington Auto Theft Prevention Authority (WATPA) Program Award

This agreement is made and entered into this _____ day of _____ 2022 between the City of Kennewick, WA and Benton County, WA.

Whereas, the Kennewick Police Department and the Benton County Sheriff's Office, along with the Richland Police Department and the West Richland Police Department, collectively received one-time grant funding for the purchase of the Flock Safety System; and,

Whereas, this funding is allowing each agency to purchase automated license plate reader cameras and strategically deploy them across their jurisdictions; and

Whereas, the total grant award is $132,789, which will be split between the collaborating entities, as they are certified as disparate, therefore requiring one application and award to be shared between the jurisdictions; and

Whereas, the initial grant funding for this project ends June 30, 2023; and

Whereas, this Agreement is made under the authority of RCW 39.34 and is intended to dictate the award amounts that will be provided to each party and to ensure how they are spent; and,

Whereas, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

Whereas, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

Now therefore, the City of Kennewick and Benton County agree as follows:

Section 1

The purpose of this Agreement is to dictate award amounts from the WATPA grant that will be reimbursed by the City of Kennewick to Benton County for purchases approved under the terms of the grant.

Section 2

The City of Kennewick is the fiscal agent for this grant as the City of Kennewick submitted the grant on behalf of all participating agencies. The City of Kennewick agrees to reimburse Benton County a total of $33,589.00 of WATPA funds for the expenditures detailed in Sections 2 and 3.

Section 3

Benton County agrees to use $30,980.00 to purchase Flock Falcon cameras $2,609 to purchase Rat Trap tire deflation systems.

Section 4

Benton County will submit copies of paid invoices for their purchases to the City of Kennewick, attention Michele Hamada (michele.hamada@ci.kennewick.wa.us) with a reimbursement request for the funds spent. Benton County will only be reimbursed up to the approved funding amount for each type of equipment.

Section 5

Benton County agrees to submit timely statistical reports to WATPA, which will be due by October 1, 2022, December 15, 2022, and June 15, 2023.

Section 6

Nothing in the performance of this agreement imposes any liability for claims against the City of Kennewick.

Section 7

Each party to this agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

Section 8

The parties to this agreement do not intend for any third party to obtain any right by virtue of this agreement.

Section 9

By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

Section 10

The term of this agreement shall be through June 30, 2023. This Agreement shall be terminated at any time by the mutual consent of the PARTIES and formally expressed in writing and signed by the designated representative of each PARTY as outlined in Section 12.

Section 11

By signing below, the signor certified that he or she has the authority to sign this agreement on behalf of the party, and the party agrees to the terms of this agreement.

Section 12

Each party shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Benton County Sheriff's Office:	Sheriff Tom Croskrey
City of Kennewick:	Chief Chris Guerrero

Section 13

The parties agree that this agreement is the complete expression of its terms and conditions. Any oral or written representations or understanding not incorporated in this agreement are specifically excluded.

City of Kennewick, Washington

_____
Marie Mosely, City Manager

Approved as to form:

_____
Lisa Beaton, City Attorney

Benton County, Washington

_____
Shon Small, Chairman
Benton County Commissioner

Approved as to form:

Ryan Lukson
_____
Ryan Lukson, Benton County Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/27/22: BC 10/11/22
Subject:	PY22 Benton Franklin Workforce Development Council (BFWDC) WIOA Adult Programs Contract with Career Path Services
Presenter:	N/A
Prepared By:	Cyndelle Wood, Administrative Assistant, BFWDC
Reviewed By:	
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

This action is before the Board because the Cooperation Agreement for the Act Administration signed in 2000 indicates that the commissioner (currently Mr. McKay} appointed to the WDC Executive Council shall present service provider contracts and modifications to his Board of Commissioners.

Fiscal Impact

Funded by the Federal Workforce Innovation and Opportunity Act via a grant from the Washington State Employment Security Department to the Benton-Franklin Workforce Development Council. The Grant has already been executed and funds allocated. The intent is to provide resources to our sub-recipient now, Career Path Services, to provide direct participant services to low-income adult job seekers in our community with a contract of $568,307.

Recommendation

Recommend Commissioners sign attached resolution. A service provider Contract between Benton-Franklin Workforce Development Council and Career Path Services for Program Year 2022 in the amount of $568,307 for Adult Services.

Suggested Motion

Approved as part of the consent agenda.

Please send originals to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR THE PROGRAM YEAR 2022 IN THE AMOUNT OF $568,307 FOR ADULT SERVICES.

WHEREAS the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed on March 27, 2000, states that the Benton and Franklin County Commissioners on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Administration signed by Benton and Franklin Counties on March 27, 2000, indicates sections II.C.3 and 4 that the commissioners appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Adult Services for PY22; **NOW, THEREFORE**,

BE IT RESOLVED that the Benton and Franklin Counties Board of Commissioners have received the proposed contract between the WDC and Career Path Services, in the amount of $568,307 for Adult Services, effective July 1, 2022, through June 30, 2023, and do not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairmen are hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board's of Benton and Franklin County Commissioners.

DATED this _____ day of _____ 2022
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2022
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Please send originals to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

WORKFORCE INNOVATION & OPPORTUNITY ACT
SERVICE PROVIDER CONTRACT
BETWEEN
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL
AND
CAREER PATH SERVICES

PY2022 TITLE I-B FORMULA: ADULT PROGRAM
17.258 ADULT
CONTRACT NO. BFWDC-PY22 ADULT-CPS

This contract is entered into between the Benton-Franklin Workforce Development Council (BFWDC), located at 815 N. Kellogg Street, Suite C, Kennewick, WA, delegated to act on behalf of the Governor of the State of Washington, and Career Path Services (CPS or Subrecipient), 10 N. Post, Suite 200, Spokane, WA 99201, duly designated in accordance with Section 107(d)(12)(B)(i)(II) of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, as local contract subrecipient.

1. **TERMS & CONDITIONS**
   All activities and expenditures, pursuant to this Contract and all subsequent amendments, shall be in accordance with WIOA; its implementing regulations; all other applicable federal, state, and local laws, rules, and regulations; policies and guidance issued by BFWDC and Employment Security Department (ESD); and the terms and conditions of this Contract contained herein.

2. **FEDERAL AWARD TERMS**
   All rights and obligations of the parties to this Contract shall be subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Adult Program– PY2022/FY2023, incorporated herein by reference and available at the following link: https://wpc.wa.gov/grants/WIOA.

3. **CONTRACT MANAGEMENT**
   BFWDC contract manager responsible for management of this Contract is:

   Name: Jessie Cardwell
   Title: Workforce Programs Manager
   Phone: 509-734-5899
   Email: jcardwell@bf-wdc.org

   Subrecipient Contract manager responsible for management of this Contract is:

   Name: Kayci Loftus
   Title: Director of Workforce Development
   Phone: 509-734-5919
   Email: kloftus@esd.wa.gov

4. **PERIOD OF PERFORMANCE**
This Contract will be in effect for the period commencing July 1, 2022, and ending June 30, 2023, unless terminated sooner as provided in Exhibit G, Additional Terms and Conditions.

5. **PAYMENTS**
Payments to the Subrecipient by the BFWDC for services performed prior to October 1, 2022, may not exceed $142,077and the total amount of payments under this Contract is limited to and may not exceed $568,307.

6. **SUBRECIPIENT ACTIVITIES**
Funds awarded under this Contract will be utilized by the Subrecipient only to conduct required and allowable local activities, including program oversight activities for: the local Title I-B Adult program authorized under WIOA section 129(c); local employment and training activities provided by the local Title I-B Adult program authorized under WIOA section 134(b); and the one-stop delivery system in the local area.

7. **PROGRAM REPORTING**
Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, and BFWDC Fiscal Manager. Monthly reports will be submitted using a format provided by the BFWDC. Examples of reporting formats include activity narratives, routine reports developed for BFWDC and/or local leadership, media or virtual communications, etc. These reports may include information on the delivery of WIOA Title I-B services to individuals and businesses; progress on local strategic initiatives; significant developments and achievements; implementation of best practices. Monthly reports are due on the 10th of the month following the reporting month.

8. **FEDERAL FUNDING INFORMATION AND AVAILABILITY**
This Contract is subject to the availability of funds to the BFWDC. Subrecipient understands and acknowledges that all funds reimbursable to the Subrecipient under this Contract will not be available at the start of the term of this Contract.

9. **FORMULA CASH DRAW PROCEDURE**
The Subrecipient shall submit invoices for services performed under this Contract on the Invoice Voucher Form accompanied by backup accounting documentation of expenditures by contract. Monthly invoices are due by the 20th of the month following the reporting month.

The settlement package (otherwise known as close-out package) is due forty-five (45) days after the end of the Contract funding period or as otherwise indicated by BFWDC.

10. **MILEAGE REIMBURSEMENT RATES**
Pursuant to 2 CFR 200.474(a), Subrecipient must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The 2022 Mileage Reimbursement Rates are:

Modes of Transportation Effective/Applicability	Date	Rate per mile
Privately owned automobile	July 1, 2022	$0.625
Privately owned motorcycle	July1, 2022	$0.605

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

11. CONSULTANTS

For the purposes of this contract, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for WIOA Adult Program, without prior approval from the BFWDC.

12. FOREIGN TRAVEL

Pursuant to WIOA section 181(e), no funds received to carry out an activity under WIOA Title I-B shall be used for foreign travel.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

A. The Workforce Innovation and Opportunity Act (Pub. L. 113-128), other applicable Federal statutes, and implementing regulations;
B. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900;
C. USDOL-ETA Directives;
D. Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Adult – PY2022;
E. Workforce system policies and guidance promulgated by ESD;
F. Those Terms and Conditions as contained in this basic contract instrument;
G. The General Terms and Conditions contained in Exhibit B;
H. Additional Terms and Conditions contained in Exhibit G;
I. The Budget Line-Item Form attached hereto as Exhibit E; and
J. Any other provisions of this Contract whether incorporated by reference or otherwise.

14. EXHIBITS

The following Exhibits are attached and incorporated:

Exhibit A	Adult Statement of Work
Exhibit B	General Terms and Conditions for Contracts under the Workforce Innovation and Opportunity Act (WIOA)
Exhibit C	Certification Regarding Lobbying
Exhibit D	Certification Regarding Debarment and Suspension
Exhibit E	PY22 Budget Line-Item
Exhibit F	Equal Opportunity is the Law
Exhibit G	Additional Terms and Conditions

As stated in Exhibits C and D, Subrecipient certifies and assures its compliance with the federal restrictions on Lobbying as specified in 29 CFR Part 93, and Debarment and Suspension as specified in 29 CFR Part 98.

15. ELECTRONIC MAIL AND SIGNATURES

Signed versions of this Contract transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

16. ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire Contract of the parties in relation to the subject matter hereof. Any other Contract, representation, or understandings, verbal or otherwise, relating to the professional services of the Subrecipient or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract.

BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL	CAREER PATH SERVICES
T.A. Alvisa 9/19/22	Cami Eakins 9/12/22
CEO Date	CEO Date
Received & Reviewed:	Approved as to form:
	Ryan K Brown 8/29/22
Chairman, Benton Co. Commissioners Date	Benton Co. Deputy Prosecuting Attorney Date
Chairman, Franklin Co. Commissioners Date	Franklin Co. Deputy Prosecuting Attorney Date

Workforce Innovation and Opportunity Act (WIOA) Services for Adults

A. OVERVIEW

Under WIOA, local partners share common performance goals and collaborate in developing and implementing a one-stop delivery system where services are designed using job seeker and employer feedback to support:

- A seamless customer-focused service delivery network
- Leveraging resources for maximum efficiency
- Continuous quality improvement

Human-Centered Design (HCD) is the problem-solving approach used at WorkSource Columbia Basin (WSCB) to determine the needs of the customer and design high-quality customized services to improve the customer's experience. Through this system, eligible adults (as defined in WIOA Section 3 (2)) can access services organized into basic and individualized career services, training services, and post-program follow-up services (as defined in WIOA Section 134 (c) (2) (A) (i)-(xi)).

The Subrecipient shall deliver customer services using HCD, both virtually and in-person, in a manner that supports the One-Stop delivery system and the Benton-Franklin Workforce Development Council's (BFWDC) Strategic Plan. These services shall be delivered through trained, competent staff with the skills, knowledge, and attitudes that are fundamental to all levels of customer service.

B. WORKSOURCE COLUMBIA BASIN SHARED RESPONSIBILITIES

The Subrecipient shall share the responsibility for moving the One-Stop Center towards service delivery excellence by providing the following services:

Guest Resource Services

Guest Resource Services (GRS) are critical services that set the tone for each customer visit. The WSCB service delivery model utilizes a concierge-style approach that guides customers as they choose from an extensive menu of services. Subrecipient shall contribute representatives to provide front-end services for a seamless customer experience and work towards performance outcomes that are aligned to shared goals. The Subrecipient shall provide staff to work the front-end of the center to deliver the full range of accessible and equitable services to help customers obtain and keep employment under the direction of the functional GRS Supervisor. The Subrecipient shall provide GRS services that include, but are not limited to:

- A warm welcome to customers entering the center;
- Initial assessment of the customer's skills, education and career objectives to determine the customer's needs and next steps;
- An orientation to the WorkSource center, including educating and referring customers to WSCB services, referrals to workshops, and general labor market information; Assistance navigating the WorkSourceWA.com website to access job search tools and resources, career opportunities, build a resume, learn about occupations in demand, research training opportunities;
- Access to Unemployment Insurance information;

- Assistance with job search, LinkedIn Learning, resume critiques, mock interviews, completing online applications and employment referrals;
- Translation and interpretive services as needed;
- Assistance with computers, faxes, scanners, and assistive technology;
- Referrals to job fairs, hiring events, and informational events and instructions on how to register;
- Career training information and referrals to appropriate programs; and
- Inform veterans and eligible spouses of their rights under Veterans Priority of Service.

Workshop and Webinar Facilitation
The Subrecipient shall facilitate high-quality, interactive job search workshops and webinars for job seekers at WSCB, including Skills and Abilities Analysis, Job Search Strategies, Resumes and Cover Letters, Interviewing Techniques, Perfecting Applications, and additional customized workshops/webinars identified to meet the customer's needs.

Ongoing Staff Development and Cross-Training
All system partners invest in staff development focused on cross-training with partner programs, overall skill development, use labor market information to assist customers in career and training decisions, and collectively engage in the design of seamless service delivery. The Subrecipient shall ensure staff participates in ongoing staff development and workgroups to discuss the shared design of services, action planning, and analysis of progress.

Subrecipient staff shall work within established One-Stop Center policies, procedures, and the BFWDC approved WSCB Covid-19 Plan to provide quality services to job seekers and business customers.

Program Accessibility
Subrecipient shall provide reasonable accommodations for individuals with disabilities, including:

- Make reasonable modifications to policies, practices, and procedures to administer programs in the most integrated setting appropriate;
- Communicate with individuals with disabilities as effectively as with others; and
- Provide appropriate auxiliary aids or services, including assistive technology devices and services, to afford individuals with disabilities an equal opportunity to participate.

WSCB is committed to providing timely and meaningful access to services, programs, and activities to limited English proficient customers. The Subrecipient shall provide interpreters, translators, and other accommodations at no cost to customers. The Subrecipient shall recruit and retain 33% bilingual Spanish-speaking staff to ensure the Spanish-speaking population receives equitable access to WIOA Title I-B Adult program activities.

Business Services Team
The Business Services Team is comprised of representatives from One-Stop partners within the WorkSource system and Tri City (TC) Futures. This team works together to increase business engagement, expand outreach efforts, and ensure employers can access a qualified applicant pool to meet their workforce demands. Representation from partners ensures communication and

coordination of services for employers, the sharing of information among partner programs, and encourages discussions that affect strategies for employer outreach.

Subrecipient shall serve employers through a coordinated business services plan, including:

- Keep up-to-date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill in-demand occupations;
- Gain traction in requesting employers to open their doors to provide company tours, job shadows, interviews, job search coaching, internships, and jobs;
- Facilitate interactions between employers and customers to meet employer staffing needs and fulfill the customer's goal of family-supporting employment.
- Designate a staff member to functionally co-lead the workgroup in partnership with the Employment Security Department (ESD).

C. PROGRAM RECRUITMENT AND ORIENTATIONS

Reaching priority populations (recipients of public assistance, other low-income individuals, individuals who are deficient in basic skills, veterans, and eligible spouses) and achieving performance outcomes begins with effective recruitment. The following populations have been designated for the workforce as populations with barriers to employment under WIOA- Black, Asian, Native Hawaiian, Compact of Free Association (COFA) nations, Pacific Islander communities, Latinos, LGBTQ communities, expectant persons, and veterans. See WIN 0128 Gubernatorial designation of additional populations with barriers to employment under WIOA. The Subrecipient shall take WIOA Adult services to priority populations and the community through a broad-based, targeted outreach effort in English and Spanish. Community outreach shall include strong referral relationships with WSCB partners, social service agencies, and community-based organizations. The Subrecipient shall reach further into the community by utilizing a combination of social media, Flash Alert News, newsletters, flyers, emails, and GovDelivery as outlined in WSCB Branding and Social Media Procedure No. 2019-04. Recruitment for adults shall include conducting informational orientations to provide an initial overview of program services and eligibility requirements. Additionally, Subrecipient staff shall provide information on apprenticeship programs, self-employment, and initial assessment opportunities.

D. ELIGIBILITY DETERMINATION AND PRIORITY REQUIREMENTS

Customers must meet the following eligibility criteria for the WIOA Title I-B Adult Program:

- U.S. citizen or otherwise legally entitled to work in the U.S.;
- Age Eighteen (18) or older; and
- Registered for Selective Service for males 18 or older born on or after 1/1/1960, unless an exception is justified.

The Subrecipient shall confirm eligibility and use the table below that describes the order and rationale for enrollment prioritization based on the requirements in WIOA Section 134(c)(3)(E), 20 CFR 680.600, 20 CFR 680.650, TEGL 19-16, TEGL 10-09, and ESD WS System Policy 1019, Rev. 4. The Subrecipient shall require 100% eligibility verification documentation to be reviewed and approved by a supervisor or designee. For purposes of this section, the term "covered person(s)" refers to

veterans and eligible spouses per priority of service for veterans. Priority requirements for the WIOA Title I-B Adult Program are as follows:

Priority	Mandatory Priority Group
First	Covered persons (veterans and eligible spouses) who are low income, recipients of public assistance, or basic skills deficient, as defined in BFWDC 2015-01 Eligibility Policy.
Second	Non-covered persons (neither a veteran or eligible spouse of a veteran) who are low-income (may include unemployed individuals), recipients of public assistance, or basic skills deficient.
Third	Covered persons (veterans and eligible spouses) who are not low-income and not basic skills deficient.
Fourth	Non-covered persons (neither a veteran or eligible spouse of a veteran) who are not low-income (may include unemployed individuals) are not recipients of public assistance, or not basic skills deficient.

Priority of Service

- Eligible veterans or spouses shall be entitled to enroll for services before eligible non-covered persons.
- WIOA Section 134 (c)(3)(E) states that priority for individualized career services and training services must be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.
- The Subrecipient shall follow BFWDC WIOA Eligibility Policy #2015-01 when determining eligibility.

E. INDIVIDUAL EMPLOYMENT PLAN (IEP)

The IEP shall begin with an interactive discussion between the customer and Subrecipient, resulting in a mutually developed plan. The Subrecipient shall develop an IEP at registration for each eligible customer based on the results of a comprehensive assessment which identifies, at a minimum, the customer's employment goals, the appropriate combination of service to achieve their employment goals, needs, barriers, training, and educational goals. The IEP shall focus on a career pathway that can provide a guide beyond initial employment. Once the IEP is developed, case notes shall document all services provided to the customer or when the customer's circumstances warrant a change. The Subrecipient shall follow BFWDC WIOA Individual Employment Plan Policy #2015-19.

F. INDIVIDUALIZED CAREER SERVICES

The WIOA Title I -B Adult program can help to reduce community violence by providing case management, mentoring, education and training, work-based learning and apprenticeship, economic stability, and wrap-around services to at-risk participants. (See TEN 18-21 Adult and Youth Workforce Development Programs' Role in Supporting Community Violence Interventions (CVI) for more information and ways to support CVI strategies.

When the Subrecipient determines that individualized career services are appropriate for a customer to obtain employment, those services shall be made available by the Subrecipient including, but are not limited to:

- Comprehensive and specialized assessments of skill levels and service needs;
- Development of an IEP to identify the employment goals, appropriate achievement objectives, and appropriate combination of services needed for the customer to achieve their employment goals, including information about eligible training providers and career pathways to attain career objectives;
- Group and individual counseling and mentoring;
- Career planning (e.g., case management);
- Short-term pre-vocational services, including the development of communication skills, interview skills, punctuality, and professional conduct to prepare customers for unsubsidized employment or training;
- Internships and work experiences linked to careers;
- Workforce preparation activities that help a customer acquire a combination of basic academic skills, digital literacy skills, critical thinking skills, self-management skills, and other competencies necessary for the successful transition into and the completion of postsecondary education and training or employment;
- English language acquisition and integrated education and training programs;
- Out-of-area job search assistance and relocation assistance; and
- Financial literacy services.

Comprehensive case management begins when the Subrecipient determines that a job seeker requires individualized career services to attain employment and self-sufficiency. The Subrecipient shall utilize the Self-Sufficiency Calculator as the local criteria to determine whether employment leads to economic self-sufficiency.

G. WORK EXPERIENCE

The Subrecipient shall enhance the employability of a customer who has limited work history by providing short-term work experiences (WEX) to develop good work habits and build work skills to demonstrate they can do a job. A WEX helps the customer gain experience in their area of interest, obtain a letter of recommendation, create networking opportunities and boost their resume with real-world, job-specific skills. A WEX can be paid or unpaid. The Subrecipient shall follow BFWDC WIOA Work Experience Policy #2015-06 when establishing a WEX for a customer.

H. ASSESSMENTS PRIOR TO TRAINING

Standardized basic skills assessments shall be utilized prior to the expenditure of training funds to assure limited program dollars target the best outcomes for customers. The Subrecipient shall use assessment tools approved by the BFWDC to identify a customer's current skills, areas in need of improvement and determine remediation needs before establishing an Individual Training Account (ITA). To enhance alignment across partner programs, using previous assessments from other education or training programs is allowed for determining appropriate career and training services.

The Subrecipient shall follow BFWDC WIOA Assessment Policy #2015-09 when utilizing assessments before authorizing training funds.

I. TRAINING SERVICES

The Subrecipient shall provide training services to customers if the customer is determined eligible, registered, and requires additional services to obtain employment. As part of the eligibility process, the customer must receive, at a minimum, an interview, evaluation or assessment, and career planning or other means to determine eligibility for WIOA funded training services. However, if career services are not provided before training, documentation must explain how the customer was determined eligible for training services.

J. INDIVIDUAL TRAINING ACCOUNTS

Customers interested in improving their vocational skills or gaining occupational certificates can engage in training opportunities targeting growth industries. The use of an Individual Training Accounts (ITA) provides customers with specialized training services through state-approved training providers listed on the Washington State Eligible Training Provider List (ETPL). ITA's provide education and occupational skills to customers in need of training to prepare them for employment.

The Subrecipient shall maximize customer choice when selecting an eligible provider for training, per 20 CFR 680.340. The Subrecipient shall work with customers to develop training plans that leverage outside resources, including but not limited to Worker Retraining, PELL Grants, Scholarships, and Commissioner Approved Training. Training plans are driven by labor market demand and lead to a clear path to employment. Case notes shall reflect combined resources from various funding sources applied to a customer's plan and specific WIOA dollars needed to achieve their goals. There is a local lifetime ITA limit of $7,000 per customer. The Subrecipient shall follow BFWDC WIOA Individual Training Account Policy #2015-04 when establishing an ITA.

K. ON-THE-JOB TRAINING

On-the-Job Training (OJT) is an essential work-based learning option that the Subrecipient shall offer to local employers and job seekers. OJT puts unemployed individuals to work earning a wage while they receive training to address gaps in their skill set that hinders them from fully performing a job. For employers, OJT offers the opportunity to offset initial training costs associated with training a customer who does not possess all of the skills, training, education, and work experience required for the job while building organizational productivity as the customer learns job requirements. The Subrecipient may reimburse the employer up to 75% of the customer's wages while in an OJT. The duration shall be appropriate to the occupation for which the customer is receiving training and considers the training content, previous work experience, and service strategies. The Subrecipient shall only provide OJT opportunities to customers who have demonstrated a desire to succeed by meeting participation and attendance requirements in prior service components. The Subrecipient shall follow Local BFWDC WIOA On-the-Job Training Policy #2015-05 when developing an OJT opportunity for a customer.

L. ENTREPRENEURIAL TRAINING

The Subrecipient shall comply with state statutes regarding self-employment assistance and entrepreneurial training (also known as self-employment training) as reflected in RCW 50.62.030

(2). The Subrecipient shall provide the opportunity for all WIOA eligible customers to enroll in self-employment or entrepreneurial training programs on the same basis as they are provided the opportunity to enroll in other WIOA-funded training. WIOA-eligible training providers offering self-employment training are available on the state's ETPL. The Subrecipient shall follow BFWDC WIOA Self-Employment Policy #2015-07 when assisting a customer with entrepreneurial training.

M. APPRENTICESHIP

The Subrecipient shall partner with local labor organizations to refer and encourage program customers to explore "pre-apprenticeship" programs. Several trades' apprenticeship programs have pre-requisites to enter the program, which include educational skills criteria. The Subrecipient shall ensure customers are exposed to basic skills remediation, General Education Development (GED) attainment, and required academic education so they can be considered for apprenticeship training.

N. CO-ENROLLMENT BETWEEN CONTRACTS

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden services, maximize flexibility and service delivery to eligible populations. The Subrecipient shall justify and document the customer's need and the services contemplated before co-enrollment will be allowed. The Subrecipient shall identify and track the funding streams that pay the costs of services provided to individuals who are participating in programs concurrently and ensure no duplication of services will be received. The customer must have a clear understanding of the programs in which they are participating. The Subrecipient shall use case notes to document the separation of services.

O. SUPPORTIVE SERVICES

Supportive services enable customers to participate in WIOA program activities such as training, school, work experience, and job search. Supportive services are not entitlements, and WIOA provides the following guidelines:

1. Supportive services may only be provided to individuals who are:
    a) Participating in career and training services as defined in WIOA Section 134 (c) (2) (3) and 20 CFR 680.910; and
    b) Unable to obtain supportive services through other programs or community resources providing such services (WIOA Section 134 (d) (2) (B)).
2. Supportive services are allowed as a component of follow-up services for WIOA adults that have completed the program to help them retain unsubsidized employment.
3. Supportive services may only be provided when they are necessary to enable customers to participate in Title I activities (WIOA Section 124 (d) (2) (A) and WIOA Section 3 (59)).

The Subrecipient shall provide support services to customers following BFWDC WIOA Support Services Policy #2015-02.

P. CASE NOTES

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each customer by the Subrecipient. The Subrecipient shall record case notes into Washington State's Management Information System (MIS) to provide evidence of services and activities provided to customers while enrolled in WIOA activities and

support compliance with federal, state, and local policies. The Subrecipient shall follow BFWDC WIOA Case Note Policy #2015-14 to tell the story of the customer's participation while enrolled in the program.

Q. RETENTION AND FOLLOW-UP

The goal of follow-up services is to ensure job retention, wage gains, and career progression for customers placed in unsubsidized employment. If follow-up services are requested by customers and determined by the Subrecipient to be appropriate for those customers, follow-up services shall be provided by the Subrecipient. During the term of this agreement, the Subrecipient shall provide follow-up services to participants after the completion of participation in WIOA activities. Follow-up services may include, but are not limited to, two-way exchanges between the employment specialist and either the customer or the customer's employer as follows:

- Provide individuals with additional career planning;
- Contact individuals or employers to verify employment;
- Counsel individuals about the workplace;
- Contact individuals or employers to help secure better-paying jobs;
- Contact individuals or employers to resolve work-related problems;
- Connect individuals to peer support groups;
- Provide individuals with information about additional educational or employment opportunities;
- Provide individual with supportive services needed to retain employment;
- Provide individuals with referrals to other community services. Individuals in need of such services will be informed of and referred to other government and community services such as Temporary Assistance for Needy Families (TANF), Department of Social and Health Services (DSHS), Community Action Committee (CAC), Goodwill, and other local resources available on 211info.org before receiving supportive services.

The Subrecipient shall follow BFWDC WIOA Adult and Dislocated Worker Follow-up Services Policy #2015-16 and record follow-up services into Washington State's MIS.

R. MANAGEMENT INFORMATION SYSTEM RESPONSIBILITIES

The Subrecipient shall upload all WIOA program participant documentation and accurately record participant demographics, services provided, and outcomes of services into the Washington State MIS, Efforts to Outcomes (ETO) or its succesor. Services entered in the MIS must be recorded in a timely manner as outlined in WIN0082, Change 1, and align with the services defined in the WorkSource Service Catalog. The Subrecipient shall record case notes to support participant demographics, services provided, and outcomes of services in the MIS.

ESD and the state Workforce Development Council manage the WorkSource customer MIS. The Subrecipient shall ensure:

- At least one MIS user receives Train-the-Trainer training to become a certified WSCB ETO (or its successor) Trainer for the Adult program.
- At least one MIS user signs up and participates in regularly scheduled Training 12 calls to disseminate updates on MIS changes and improvements to WIOA program system users.

Requests to be added to the Information Technology Service Delivery (ITSD) Training Team's distribution list must be sent to esdgpWSSteam@esd.wa.gov.

S. BFWDC AND WORKFORCE PROFESSIONALS CENTER POLICIES

The Subrecipient shall ensure program staff read, understand, and are knowledgeable in BFWDC policies, program notices, state policies, and state guidance such as WorkSource Information Notices (WIN), Training and Employment Guidance Letters (TEGL), and Training and Employment Notices (TEN). BFWDC policies can be found in the policy section of the BFWDC website, https://www.bentonfranklinwdc.com/policies, and state policies and guidance can be found on the Workforce Professionals Center website, https://wpc.wa.gov/wswa.

T. MINIMUM SPENDING LEVELS

The Subrecipient shall expend a minimum of 90% of the contract budget as referenced in Exhibit E.

U. WIOA Title I-B ADULT PERFORMANCE MEASURES

The Subrecipient shall meet and is encouraged to exceed the BFWDC's Adult performance measures for Program Year 2022 set forth below.

Employment Rate 2nd Quarter after Exit – 68%

The percentage of adult program participants who are in unsubsidized employment during the second quarter after exit from the program shall be 68% or greater.

Calculation Methodology: The number of adult participants who exited during the program year who:

1. Are identified as employed (using, for example, Unemployment Insurance (UI) wage record match, Federal or military employment records, or supplemental wage information), in the second quarter after exit; **divided by**
2. The number of adult participants who exited during the program year.

Employment Rate 4th Quarter after Exit – 67%

The percentage of adult program participants who are in unsubsidized employment during the fourth quarter after exit from the program shall be 67% or greater.

Calculation Methodology: The number of adult participants who exited during the program year who:

1. Are identified as employed (using, for example, a UI wage record match, Federal or military employment records, or supplemental wage information), in the fourth quarter after exit; **divided by**
2. The number of adult participants who exited during the program year.

Median Earnings 2nd Quarter after Exit - $5,900

The total quarterly earnings for all participants employed in the second quarter after exit shall be determined by either direct wage record match or supplemental wage information. The collected

quarterly wage information values shall be listed in order, from the lowest to highest value. The median earnings value shall be at least $5,900.

Credential Attainment Rate 2nd Quarter after Exit – 84%
The percentage of adult program participants enrolled in an education or training program (excluding those in On-the -Job Training (OJT) and customized training) who attained a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program shall be 84% or greater.

Calculation Methodology: The number of adult participants who exited during the reporting period who:

1. Obtained a recognized postsecondary credential during program participation or within one year after exit; **or**
2. Were in a secondary education program and obtained a secondary school diploma or its recognized equivalent during program participation or within one year after exit **and** were also employed, or in an education or training program leading to a recognized postsecondary credential within one year after exit; **divided by**
3. The number of participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who exited during the reporting period.

Measurable Skill Gains Indicator – 50%
The percentage of adult program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment shall be 50% or greater.

Calculation Methodology: The number of adult program participants during the reporting period who:

1. Are in an education or training program that leads to a recognized postsecondary credential or employment **and** are achieving measurable skill gains based on attainment of at least one gain; **divided by**
2. The number of program participants during the reporting period who are in an education or training program that leads to a recognized postsecondary credential or employment.

V. TRAINING GOALS

The Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated training goals. The desired outcome is to meet these totals every quarter. Although 162 customers are required to be served in the program and receive services, only 37 or more are required to receive training services. The Subrecipient shall meet the following annual totals for training services.

PY22 Adult Training Services Quarterly Goals (Cumulative Totals)				
Training Services	**9-2022**	**12-2022**	**3-2023**	**6-2023**
Individual Training Account (ITA)	5	17	28	34
On-the-Job Training (OJT)	0	0	0	2
Work Experience (WEX)	0	0	0	1
Self-Employment	0	0	0	0
Total Training Services	5	17	28	37

W. ENROLLMENT AND EXIT GOALS

The Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated enrollment and exit goals. The desired outcome is to meet these totals every quarter. The Subrecipient shall meet the following annual totals for enrollments and exits.

PY22 Adult Enrollment & Exit Quarterly Goals (Cumulative Totals)					
Enrollments and Exits	**Carry-In**	**9-2022**	**12-2022**	**3-2023**	**6-2023**
Enrollments: Basic Services	0	0	0	0	0
Enrollments: Individualized Services	55	82	109	136	162
Enrollments: Training Services	10	14	21	30	36
Employed at Exit		10	32	60	96

GENERAL TERMS AND CONDITIONS
for
Contracts
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1 INTRODUCTION

1.1 Scope

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Benton-Franklin Workforce Development Council (BFWDC) under Title I-B of the Workforce Innovation and Opportunity Act is subject to.

1.2 Definitions

"BFWDC" shall mean Benton-Franklin Workforce Development Council or the local workforce development board for WDA 11.

"Contractor" shall mean any entity receiving funding under this Contract for the purpose of providing goods or services that are not related to the carrying out of this Contract.

"DOL" shall mean the United States Department of Labor.

"EO Officer" shall mean the Equal Opportunity Officer of the BFWDC.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Materials" shall mean 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.

"Negotiated Indirect Cost Rate" shall mean the Subrecipient's maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Subrecipient receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"State-Level EO Officer" shall mean the Equal Opportunity Officer of who reports to the Governor or their designee and is responsible for State Program-wide coordination of compliance with the equal opportunity and nondiscrimination requirements in WIOA and 29 CFR Part 38.

"Subrecipient" shall mean any non-federal entity that receives funding from the BFWDC to carry out any part of this Contract, including, but not limited to, any non-federal entity that receives funding from the BFWDC to be a One-Stop Operator.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

1.3 Applicable Laws

Throughout the term of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128 (WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I-B and WorkSource System Policies.

1.4 Assignment and Delegation

The work to be provided under this Contract 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.

1.5 Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington.

1.6 Modification

The BFWDC may unilaterally modify the terms of this Contract when such modifications are required by controlling law. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Contract.

This Contract 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.

1.7 Severability

The provisions of this Contract are intended to be severable. If any term or provision shall be held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

2 SUBAWARDS

In the event the Subrecipient disburses any funding from this Contract to a sub-contractor, the Subrecipient shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this Contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

3 ASSURANCES

The BFWDC and the Subrecipient agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Subrecipient shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I-B and WorkSource System Policies.

As a condition to the award of financial assistance from the Department of Labor under Title I-B of WIOA, the Subrecipient 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 award of federal financial assistance:

A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-B financially assisted program or activity;

B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the

basis of race, color, and national origin;

C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I-B financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-B financially assisted program or activity, and to all agreements, the Subrecipient makes to carry out the WIOA Title I-B financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

4 SUBRECIPIENT REGISTRATION

If applicable, the Subrecipient shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State, and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Subrecipient will provide the BFWDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Subrecipient's commencing services under this Contract.

5 CONFLICT OF INTEREST

5.1 Conflict of Interest

Subrecipient shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Subrecipient, its executive staff, and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for the award.

a. Individual;
b. Member of the immediate family;
c. Employing organization; or
d. Future employing organization.

A Subrecipient cannot be involved with decision making if there is a direct financial benefit to themselves or their immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Subrecipient must abide by WIOA Title I-B Policy 5405.

5.2 Code of Conduct

Subrecipient shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to all Subrecipient's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision-making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

5.3 Gifts

Gratuities in the form of entertainment, gifts, or otherwise offered by the Subrecipient, or an agent or representative of the Subrecipient to any officer or employee of the BFWDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination, will render this Contract voidable at the option of the BFWDC.

5.4 Public Service Ethics

Subrecipient shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

6 CONFLICTING PROVISIONS

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I-B and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

7 DEBARMENT AND SUSPENSION

Subrecipient must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Subrecipient must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Subrecipient must provide a signed statement, attached as Exhibit D to this Contract that it is complying with the requirements of this section.

8 DISPUTE RESOLUTION

8.1 Dispute Resolution

In the event a dispute arises out of this Contract between the BFWDC and the Subrecipient, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I-B Policy 5410 shall govern the dispute resolution and appeals process.

8.2 Venue

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

8.3 Fees and Costs

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

9 ACCESS AND MONITORING

9.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the BFWDC shall have 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. In addition, these entities shall have the right, subject to conformance with the Subrecipient's safety and security standards provided in advance to the BFWDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the

Subrecipient. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the BFWDC.

9.2 Audits

To the extent permitted by law, at any time during normal business hours and as often as the BFWDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the BFWDC deem necessary, the Subrecipient shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. The Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that sub-contractors also maintain records that are auditable. The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Subrecipient and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Subrecipient expends $750,000 or more during the Subrecipient's fiscal year of federal award money, Subrecipient must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

9.3 Records Storage

The Subrecipient shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Subrecipient shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

9.4 Contractor Application

Subrecipient shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with Contractors.

10 RECORDS

10.1 Protection of Confidential information

Subrecipient shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this Contract unless:

a. Related to the purpose of this Contract;
b. Required by law; or
c. Authorized by prior written approval of the person who is the subject of the confidential information.

Subrecipient shall maintain proper security measures to protect all confidential information.

10.2 Records Retention

The Subrecipient shall:

a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;
b. Retain records for non-expendable property for a period of three years after final disposition of the property;
c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than six years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of the resolution of the complaints;

e. Retain all records beyond the required six (6) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least six (6) years after the litigation, audit, or claim has been resolved;
f. Maintain records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of the resolution of the complaint; and
g. Comply with all other requirements of WIOA Title I-B Policy #5403, Revision 1 Records Retention and Public Access.

10.3 Safeguarding of Client Information

Without a prior written consent by the recipient or client or as otherwise required by law, Subrecipient shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Subrecipient's responsibilities under this Contract.

10.4 Procurement Records

Subrecipient must maintain records detailing the history of all purchasing and procurement in which funds from this Contract were used. This includes the rationale for the selected method of procurement, selection of contract type, the basis for contractor selection or rejection, and the basis for the contract price.

11 ENERGY AND POLICY CONSERVATION

The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12 ENVIRONMENTAL COMPLIANCE

If Subrecipient is receiving over $100,000 in federal grants under this Contract, the Subrecipient shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

13 FUNDING

13.1 Funding Provided

Funding made available through this Contract is limited to the funding expressly provided in this Contract. Subrecipient will use the funding provided in this Contract only on allowable costs. The BFWDC will honor all allowable costs submitted within the funding period if funding is available.

13.2 Profit

Any profit generated by funds made available under this Contract must be used or returned to the BFWDC in accordance with WIOA Title I-B Policy #5220.

13.3 Recapture

Funding provided in this Contract is subject to recapture under WIOA Title I-B Policy #5275.

13.4 Indirect Cost Rate

Subrecipient shall not spend funding obtained either through this Contract or any other WIOA Contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

13.5 Transfer of Funding

Subrecipient may apply to the BFWDC WIOA Workforce Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Subrecipient must obtain prior written approval from the BFWDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I-B Policy #5401.

13.6 Repayment of Disallowed Costs

Subrecipient may be required to repay the BFWDC for any costs that are determined by the BFWDC to be a disallowable costs.

14 CONFERENCES AND MEETINGS

14.1 Approval

Conferences sponsored in whole or in part by the Subrecipient using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipient must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

14.2 Executive Branch Meetings

The Subrecipient must not use any funds from this Contract for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose of this Contract. No funds from this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

14.3 Hotel-Motel Fire Safety Act

Pursuant to 15 U.S.C 2225(a), Subrecipient must ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with funds from this Contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

15 SUBRECIPIENT STAFFING AND WORKPLACE

15.1 Drug-Free Workplace

Subrecipient and any sub-contractors must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing, and distribution of drug free workplace statements and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I-B recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

15.2 Licensing

Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Contract.

15.3 Salary and Bonus Limitations

No funds received under this Contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

15.4 Taxes

Subrecipient shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Subrecipient staff.

15.5 Motor Vehicle Safety Policies

Subrecipient is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

15.6 Wages and Hours

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Subrecipients in excess of $2000, and in excess of $2500 for other contracts which

involve the employment of mechanics or laborers.) Any wages paid by Subrecipient using funds from this Contract shall be reasonable, necessary, and allocable for the performance of this Contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this Contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through the statewide workforce delivery system.

16 INSURANCE AND BONDING

16.1 Bonding

The Subrecipient shall ensure that:

a. Subrecipient has purchased fidelity bonding to protect against the risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
b. Fidelity bonding secured pursuant to this Contract must have coverage of $100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
c. If requested, the Subrecipient will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

16.2 Business Auto Policy

The Subrecipient shall maintain automobile liability insurance, with a minimum limit of $1,000,000, when vehicles owned or leased by the Subrecipient or its employees, sub-contractors, or volunteers are used to providing services in the performance of this Contract.

16.3 Commercial General Liability Insurance

The Subrecipient shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage, and contractual liability with the following minimum limit: Each Occurrence - $1,000,000; General Aggregate - $2,000,000.

16.4 Industrial Insurance Coverage

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BFWDC may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund.

The BFWDC may:

a. Deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by Agency under this Contract; and
b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Subrecipient.

16.5 Professional Liability Insurance

The Subrecipient shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: $300,000 per incident, loss, or person. The Subrecipient shall ensure employees and any sub-contractors are covered by professional liability insurance.

16.6 Additional Provisions

16.6.1 Excess Coverage

The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified.

16.6.2 Identification

All insurance policies shall reference this Contract.

16.6.3 Insurance Carrier Rating

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII, or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

16.6.4 Material Changes

The BFWDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.

16.6.5 Self-Insured

If self-insured, the Subrecipient warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Subrecipient's Risk Officer or appropriate individual will provide the BFWDC evidence of such insurance. If requested, the Subrecipient will provide the BFWDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the agreement.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Federal Requirements

The Federal Government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Contract, including a sub-contract; and ii) any rights of copyright to which the Subrecipient, or a sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities. If applicable, the following needs to be on all products developed in whole or in part with contract funds: "This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the Subrecipient and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, the accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

17.2 Ownership of Materials

Unless otherwise provided, and subject to the other requirements listed in this Contract, Subrecipient shall retain ownership of all material it creates using funds from this Contract.

17.3 Licensing of Materials.

Subrecipient shall license to the public all Materials created or modified using funds from this Contract under the Creative Commons Attribution License. For Materials created using funds from this Contract, or that were developed using WIA or WIOA funding, Subrecipient hereby grants to the BFWDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that the Subrecipient has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the BFWDC.

18 INTERNAL CONTROLS

Subrecipient must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the BFWDC or the Subrecipient considers to be sensitive, consistent with applicable Federal, State, and local privacy and confidentiality laws.

These internal controls must include assurance that the Subrecipient is:

a. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract;
b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this Contract; and
d. Taking prompt action when instances of noncompliance are identified.

19 LIMITATIONS ON CONSTRUCTION AND REPAIR

19.1 Copeland Anti-Kickback Act

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

19.2 Davis-Bacon Act

The Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of $2,000.

19.3 Flood Insurance

No funds obtained through this Contract may be used to acquire, modernize, or construct property in identified flood-prone communities unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

19.4 Funding for Construction

Unless specified otherwise in this Contract, Subrecipient shall not spend any funds from this Contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this Contract must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191.

19.5 Religious Construction

Subrecipient shall not use any funds made available through this Contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by the organization providing services to WIOA participants may be allowed.

20 LIMITATIONS ON FUNDING PROVIDED

20.1 ACORN Prohibition

No funds made available under this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

20.2 Business Relocation

No funds obtained through this Contract may be used to (1) Encourage or induce any business or part of a business to relocate from any location in the United States if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

20.3 Religious Activity Trainings

Subrecipient shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Contract may be used to employ or train participants in religious activities.

20.4 Health Benefits Coverage

The Subrecipient shall ensure that the use of funds obtained through this Contract used for Health Benefits coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

20.5 Trafficking in Persons

No funds obtained through this Contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at http://doleta.gov/grants/resources.cfm.

21 LOBBYING

21.1 Restrictions on Lobbying

Subrecipient shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Subrecipient shall also make available upon request required disclosure information if the Subrecipient participates in lobbying activities during the contract period.

21.2 Certification

Subrecipient shall provide, in Exhibit C to this Contract, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

21.3 Publicity

No funds provided under this Contract shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or the local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of the legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

22 NONDISCRIMINATION

Subrecipient shall comply with all nondiscrimination requirements listed in this Contract, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

The Subrecipient must not discriminate in any of the following areas:

a. Deciding who will be admitted, or have access, to any WIOA Title I-B financially assisted program or activity;
b. Providing opportunities in, or treating any person with regard to, such a program or activity; or
c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The Subrecipient also ensures that it will comply with 29 CFR Part 38; including the Nondiscrimination Plan developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

22.1 Discrimination

No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-B financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-B financially assisted program or activity.

22.2 Program Participation

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Secretary of Homeland Security to work in the United States.

22.3 Notification

The Subrecipient shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the subrecipient's website; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's electronic and paper files. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Subrecipient shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I-B financially assisted programs or activities.

> "WorkSource is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711"

> "TC Futures is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. WA Relay Service: 711"

22.4 Reporting

The Subrecipient shall promptly notify the BFWDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex, sexual orientation, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-B financially assisted program or activity. The BFWDC EO Officer will notify the State-Level EO Officer; Director of Employment Security Department (ESD); Commissioner of ESD and

the Civil Rights Center (CRC).

23 PERFORMANCE STANDARDS

Subrecipient shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to tracking, recording, and reporting on their performance accountability measures. Subrecipient must also enter all necessary data for federal reporting and performance accountability measures into the State's Management Information System (MIS), currently Efforts to Outcomes Case Management System or its successor.

24 PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

25 PURCHASING AND CONTRACTING REQUIREMENTS

25.1 Buy American Act

Purchases made under this Contract using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in the final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this Contract.

25.2 Procurement Requirements

All purchasing of goods and services by Subrecipient using funds made available through this Contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
b. Complying with competition requirements of 2 CFR 200.319;
c. Following the proper method of procurement as identified in 2 CRF 200.320, including but not limited to following the simplified acquisition threshold;
d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Subrecipient is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to

any agreements with the authority responsible for collecting the tax liability.

25.5 Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under this Contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

25.6 Oversight

Subrecipient must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

25.7 Equipment and Supplies

25.7.1 Acquisition

Subrecipient must receive prior approval from the BFWDC for the purchase of any equipment with a per unit acquisition cost of $5,000 or more, and useful life of more than one year using funds obtained through this Contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This Contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

25.7.2 Equipment Management

All equipment purchased with funds obtained through this Contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes a description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting an inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment by federal and state law.

25.7.3 Supplies

Title to Supplies acquired with funding provided under this Contract shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding $5000 in value at the time of completion of this Contract must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

25.8 Recovered Materials

Purchases made pursuant to this Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over $10,000 to contain the highest percentage of recovered materials while maintaining a satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

26 RELATIONSHIP OF THE PARTIES

26.1 Independent Contractor

The parties intend that an independent Contractor relationship will be created by this Contract. The Subrecipient and his or her employees or agents performing under this Contract are not employees or agents of the BFWDC. The Subrecipient will not hold himself/herself out as, nor claim to be an officer or employee of, the BFWDC by reason hereof, nor will the Subrecipient make any claim of right, privilege, or benefit which would accrue to such employee under the law. Conduct and control of the work will be solely with the Subrecipient.

26.2 Indemnification

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this Contract shall be responsible for the acts and/or

omissions of entities or individuals not a party to this Contract. In the case of negligence of both the BFWDC and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

27 REPORTING

27.1 Payment Requests

All payments to the Subrecipient shall be for the reimbursement of costs incurred by the Subrecipient and shall not exceed the total amount set forth in the budget attached. All payment requests shall be submitted in a timely manner and in accordance with the BFWDC requirements and procedures governing reimbursements. The BFWDC has the right to require the submission of supporting documentation, including invoices and proof of payment, prior to a Subrecipient's reimbursement request. The Subrecipient shall expend a minimum of 90% of the contract budget submitted to the BFWDC by the Subrecipient.

27.2 Closeout

Subrecipient shall comply with WIOA Title I-B Policy #5245 regarding the closeout of this Contract. This includes, but is not limited to, completing a formal closeout within forty-five (45) calendar days, or as otherwise instructed, after the end of this Contract, or when the funding is fully utilized, whichever comes first.

27.3 Monthly Reports

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Office Manager. These reports must comply with WIOA Title I-B Policy #5240.

27.4 Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Contract must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise."

27.5 Cost Rates

Subrecipient must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Subrecipient must submit to the ESD Budget Office upon contract execution either a rate negotiated between the pass-through entity and the subrecipient, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

28 MILITARY SELECTIVE SERVICE

Subrecipient shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

29 VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Subrecipient to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a Subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the Subrecipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's

eligibility requirements. Subrecipient must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

30 VIOLATIONS OF PRIVACY ACT

No funds made available under this Contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

31 USE OF NAME PROHIBITED

The Subrecipient shall not in any way contract on behalf of or in the name of the BFWDC.

32 USE OF STATE RESOURCES

Subrecipient and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

33 WAIVER

A failure by the BFWDC to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the BFWDC and attached to the original Contract.

34 MILEAGE

The Subrecipient shall check the mileage rates annually at www.gsa.gov/mileage to ensure compliance. Rates are updated annually on January 1st.

35 DELIVERY OF SERVICES

The Subrecipient agrees to deliver the quality, quantity, and type of services as specified in the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BFWDC. The Subrecipient agrees to provide services associated with this contract in a manner that supports the visions of the one-stop service delivery system.

EXHIBIT C

Certification Regarding Lobbying

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (i.e., the Subrecipient signatory) certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Carmi Eakins	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Career Path Services	9/12/22

EXHIBIT D

Certification Regarding Debarment and Suspension

APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Subrecipient signatory) certifies, to the best of their knowledge and belief, that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,

   D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, the such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Carrie Eakins	CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED 9/12/22

SUBRECIPIENT: **Career Path Services**
PROGRAM TITLE: **Adult**
PROGRAM YEAR: **PY22**

EFFECTIVE DATE: **7/1/2022**

Budget Line Item	Total
Salaries & Benefits	$ 250,966
Other Direct Costs	$ 57,745
Direct Participant Costs	$ 169,248
Indirect Costs	$ 90,348
Total	$ 568,307

Note: The Subrecipient shall expend a minimum of 90% of the contract budget.

Exhibit F

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046,
Olympia, WA 98507-9046

EQUAL OPPORTUNITY IS THE LAW

29 CFR Part 37.30

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within one hundred eighty (180) days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until ninety (90) days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty
(120) days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within thirty (30) days of the date on which you received the Notice of Final Action.

ADDITIONAL TERMS AND CONDITIONS

for

AGREEMENTS

under

THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. TERMINATION AND SUSPENSION

The rights and remedies of the Benton Franklin Workforce Development Council (BFWDC) provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

1.1. Termination or Suspension for Cause

In the event that the BFWDC determines the Subrecipient has breached any of its obligations here under and fails to cure the breach within ten (10) days of written notice to do so by the BFWDC, the BFWDC may immediately terminate this Agreement by so notifying the Subrecipient, in which case the BFWDC shall pay the Subrecipient only for the costs of services accepted by the BFWDC per this Agreement. In the event of termination or suspension with an opportunity to cure, the Subrecipient shall not obligate any additional funds under this Agreement during the cure period, and Subrecipient shall bear all costs and expenses incurred by BFWDC in completing the work and all damages incurred by reason of Subrecipient's breach.

During the cure period, BFWDC reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by BFWDC to terminate this Agreement.

BFWDC reserves the right to immediately suspend all, or part of, this Agreement, and to withhold further payments or to prohibit the Subrecipient from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance, or nonfeasance has occurred on the part of the Subrecipient under this Agreement.

1.2. Termination for Convenience

The BFWDC may terminate this Agreement in whole or in part whenever the BFWDC determines, in its sole discretion, that such termination is in the best interest of the BFWDC. In such case, the BFWDC may terminate this Agreement effective thirty (30) days after the date of mailing written notice to the Subrecipient. In that event the BFWDC shall pay the Subrecipient for all costs incurred by the Subrecipient in performing the Agreement up to the date of mailing such notice.

1.3. Termination for Funding Reasons

BFWDC may unilaterally and immediately terminate this Agreement in the event that funding from federal, state, or other sources becomes no longer available to BFWDC or is not allocated for the purpose of meeting the BFWDC's obligations hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions. Termination under this paragraph shall be effective upon the date specified in the written notice of termination by the BFWDC to the Subrecipient. After the effective date, no charges incurred under this Agreement shall be allowed.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/27/22: BC 10/11/22
Subject:	PY22 Benton Franklin Workforce Development Council (BFWDC) WIOA Dislocated Worker Programs Contract with Career Path Services
Presenter:	N/A
Prepared By:	Cyndelle Wood, Administrative Assistant, BFWDC
Reviewed By:	

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A (*If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

This action is before the Board because the Cooperation Agreement for the Act Administration signed in 2000 indicates that the commissioner (currently Mr. McKay} appointed to the WDC Executive Council shall present service provider contracts and modifications to his Board of Commissioners.

Fiscal Impact

Funded by the Federal Workforce Innovation and Opportunity Act via a grant from the Washington State Employment Security Department to the Benton-Franklin Workforce Development Council. The Grant has already been executed and funds allocated. The intent is to provide resources to our sub-recipient now, Career Path Services, to provide direct participant services to dislocated job seekers in our community with a contract of $759,763.

Recommendation

Recommend Commissioners sign attached resolution. A service provider Contract between Benton-Franklin Workforce Development Council and Career Path Services for Program Year 2022 in the amount of $759,763 for Dislocated Worker Services.

Suggested Motion

Approved as part of the consent agenda.

Please send originals to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF REVIEW OF THE SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR THE PROGRAM YEAR 2022 IN THE AMOUNT OF $759,763 FOR DISLOCATED WORKER SERVICES

WHEREAS the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed on March 27, 2000, states that the Benton and Franklin County Commissioners on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Administration signed by Benton and Franklin Counties on March 27, 2000, indicates sections II.C.3 and 4 that the commissioners appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Services for PY22; NOW, THEREFORE,

BE IT RESOLVED that the Benton and Franklin Counties Board's of Commissioners have received the proposed contract between the WDC and Career Path Services, in the amount of $759,763 for Dislocated Worker Services, effective July 1, 2022, through June 30, 2023, and do not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairmen is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board's of Benton and Franklin County Commissioners.

Dated this……..…day of……., 2022

_____

Chairman of Board

_____

Member

_____

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____

Clerk of the Board

Dated this……...day of……..., 2023

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: _____

Clerk of the Board

Please send originals to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

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WORKFORCE INNOVATION & OPPORTUNITY ACT
SERVICE PROVIDER CONTRACT
BETWEEN
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL
AND
CAREER PATH SERVICES

PY2022 TITLE I-B FORMULA: DISLOCATED WORKER PROGRAM
17.278 DISLOCATED WORKER
CONTRACT NO. BFWDC-PY22 DW-CPS

This contract is entered into between the Benton-Franklin Workforce Development Council (BFWDC), located at 815 N. Kellogg Street, Suite C, Kennewick, WA, delegated to act on behalf of the Governor of the State of Washington, and Career Path Services (CPS or Subrecipient), 10 N. Post, Suite 200, Spokane, WA 99201, duly designated in accordance with Section 107(d)(12)(B)(i)(II) of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, as local contract subrecipient.

1. **TERMS & CONDITIONS**
   All activities and expenditures, pursuant to this Contract and all subsequent amendments, shall be in accordance with WIOA; its implementing regulations; all other applicable federal, state, and local laws, rules, and regulations; policies and guidance issued by BFWDC and Employment Security Department (ESD); and the terms and conditions of this Contract contained herein.

2. **FEDERAL AWARD TERMS**
   All rights and obligations of the parties to this Contract shall be subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Program-PY2022/FY2023, incorporated herein by reference and available at the following link: https://wpc.wa.gov/grants/WIOA.

3. **CONTRACT MANAGEMENT**
   BFWDC contract manager responsible for management of this Contract is:

   Name: Jessie Cardwell
   Title: Workforce Programs Manager
   Phone: 509-734-5899
   Email: jcardwell@bf-wdc.org

   Subrecipient Contract manager responsible for management of this Contract is:

   Name: Kayci Loftus
   Title: Director of Workforce Development
   Phone: 509-734-5919
   Email: kloftus@esd.wa.gov

4. **PERIOD OF PERFORMANCE**
This Contract will be in effect for the period commencing July 1, 2022, and ending June 30, 2023, unless terminated sooner as provided in Exhibit G, Additional Terms and Conditions.

5. **PAYMENTS**
Payments to the Subrecipient by the BFWDC for services performed prior to October 1, 2022, may not exceed $189,941 and the total amount of payments under this Contract is limited to and may not exceed $759,763.

6. **SUBRECIPIENT ACTIVITIES**
Funds awarded under this Contract will be utilized by the Subrecipient to conduct required and allowable local activities, including program oversight activities for: the local Title I-B Dislocated Worker program authorized under WIOA section 129(c); local employment and training activities provided by the local Title I-B Dislocated Worker program authorized under WIOA section 134(b); and the one-stop delivery system in the local area.

This Agreement designates the Subrecipient as an entity designated by the BFWDC for the provision of Rapid Response Activities, pursuant to the definition in WIOA section 3(51). Subrecipient may use the Dislocated Worker subaward (CFDA 17.278) to convene required local Rapid Response partners and provide Rapid Response services to businesses and impacted individuals, pursuant to 20 CFR 682.330 and 682.340.

7. **PROGRAM REPORTING**
Subrecipient shall submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, and BFWDC Fiscal Manager. Monthly reports will be provided using a format provided by the BFWDC. Examples of reporting formats include activity narratives, routine reports developed for BFWDC and/or local leadership, media, or virtual communications, etc. These reports may include information on the delivery of WIOA Title I-B services to individuals and businesses; progress on local strategic initiatives; significant developments and achievements; implementation of best practices. Monthly reports are due on the 10th of the month following the reporting month.

Subrecipient shall designate a Rapid Response Coordinator who shall submit a quarterly Rapid Response tracking spreadsheet, by the 10th of the month, to the Workforce Programs Manager.

8. **FEDERAL FUNDING INFORMATION AND AVAILABILITY**
This Contract is subject to the availability of funds to the BFWDC. Subrecipient understands and acknowledges that all funds reimbursable to the Subrecipient under this Contract will not be available at the start of the term of this Contract.

9. **FORMULA CASH DRAW PROCEDURE**
The Subrecipient shall submit invoices for services performed under this Contract on the Invoice Voucher Form accompanied by backup accounting documentation of expenditures by contract. Monthly invoices are due by the 20th of the month following the reporting month.

The settlement package (otherwise known as close-out package) is due forty-five (45) days after the end of the Contract funding period or as otherwise indicated by BFWDC.

10. MILEAGE REIMBURSEMENT RATES

Pursuant to 2 CFR 200.474(a), Subrecipient must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The 2022 Mileage Reimbursement Rates are:

Modes of Transportation Effective/Applicability	Date	Rate per mile
Privately owned automobile	July 1, 2022	$0.625
Privately owned motorcycle	July 1, 2022	$0.605

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

11. CONSULTANTS

For the purposes of this contract, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for WIOA Title I-B Dislocated Worker Program, without prior approval from the BFWDC.

12. FOREIGN TRAVEL

Pursuant to WIOA section 181(e), no funds received to carry out an activity under WIOA Title I-B shall be used for foreign travel.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

A. The Workforce Innovation and Opportunity Act (Pub. L. 113-128), other applicable Federal statutes, and implementing regulations;
B. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900;
C. USDOL-ETA Directives;
D. Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker– PY2022;
E. Workforce system policies and guidance promulgated by ESD;
F. Those Terms and Conditions as contained in this basic contract instrument;
G. The General Terms and Conditions contained in Exhibit B;
H. Additional Terms and Conditions contained in Exhibit G;
I. The Budget Line-Item Form attached hereto as Exhibit E; and
J. Any other provisions of this Contract whether incorporated by reference or otherwise.

14. EXHIBITS

The following Exhibits are attached and incorporated:

Exhibit A Dislocated Worker Statement of Work
Exhibit B General Terms and Conditions for Contracts under the Workforce Innovation and

Opportunity Act (WIOA)

Exhibit C	Certification Regarding Lobbying
Exhibit D	Certification Regarding Debarment and Suspension
Exhibit E	PY22 Budget Line-Item
Exhibit F	Equal Opportunity is the Law
Exhibit G	Additional Terms and Conditions

As stated in Exhibits C and D, Subrecipient certifies and assures its compliance with the federal restrictions on Lobbying as specified in 29 CFR Part 93, and Debarment and Suspension as specified in 29 CFR Part 98.

15. ELECTRONIC MAIL AND SIGNATURES

Signed versions of this Contract transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

16. ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire Contract of the parties in relation to the subject matter hereof. Any other Contract, representation, or understandings, verbal or otherwise, relating to the professional services of the Subrecipient or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract.

BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL	CAREER PATH SERVICES
T.A. Alviso 9/19/22	Carri Eakins 9/12/22
CEO Date	CEO Date
Received & Reviewed:	Approved as to form:
	Ryan X Brown 8/29/22
Chairman, Benton Co. Commissioners Date	Benton Co. Deputy Prosecuting Attorney Date
Chairman, Franklin Co. Commissioners Date	Franklin Co. Deputy Prosecuting Attorney Date

Workforce Innovation and Opportunity Act Services for Dislocated Workers

A. OVERVIEW

Under the Workforce Innovation and Opportunity Act (WIOA), local partners share common performance goals and collaborate in developing and implementing a One-Stop delivery system where services are designed using job seeker and employer feedback to support:

- A seamless customer-focused service delivery network
- Leveraging resources for maximum efficiency
- Continuous quality improvement

Human-Centered Design (HCD) is the problem-solving approach used at WorkSource Columbia Basin (WSCB) to determine the needs of the customer and design high-quality customized services to improve the customer's experience. Through this system, eligible dislocated workers (as defined in WIOA Section 3 (2)) can access services organized into basic and individualized career services, training services, and post-program follow-up services (as defined in WIOA Section 134 (c) (2) (A) (i)-(xi)).

Subrecipient shall deliver customer services using HCD, both virtually and in-person, in a manner that supports the One-Stop delivery system and the Benton-Franklin Workforce Development Council's (BFWDC) Strategic Plan. These services shall be delivered through trained, competent staff with the skills, knowledge, and attitudes fundamental to all levels of customer service.

B. WORKSOURCE COLUMBIA BASIN SHARED RESPONSIBILITIES

Subrecipient shall share the responsibility for moving the One-Stop Center towards service delivery excellence by providing the following services:

Guest Resource Services

Guest Resource Services (GRS) are critical services that set the tone for each customer visit. The WSCB service delivery model utilizes a concierge-style approach that guides customers as they choose from an extensive menu of services. Subrecipient shall contribute representatives to provide front-end services for a seamless customer experience and work towards performance outcomes aligned with shared goals. Subrecipient shall provide staff to work the front-end of the center to deliver the full range of accessible and equitable services to help customers obtain and keep employment under the direction of the functional GRS Program Manager. Subrecipient shall provide GRS services that include, but are not limited to:

- A warm welcome to customers entering the center;
- Initial assessment of the customer's skills, education, and career objectives to determine the customer's needs and next steps;
- An orientation to the WorkSource center, including educating and referring customers to WSCB services, workshops, and general labor market information;
- Assistance navigating the WorkSourceWA.com website to access job search tools and resources, career opportunities, build a resume, learn about occupations in demand, and research training opportunities;

- Access to Unemployment Insurance (UI) information;
- Assistance with job search, LinkedIn Learning, resume critiques, mock interviews, completing online applications and employment referrals;
- Translation and interpretive services as needed;
- Assistance with computers, faxes, scanners, and assistive technology;
- Referrals to job fairs, hiring events, and informational events and instructions on how to register;
- Career training information and referrals to appropriate programs; and
- Inform veterans and eligible spouses of their rights under Veterans Priority of Service.

Workshop and Webinar Facilitation

Subrecipient shall facilitate high-quality, interactive job search workshops and webinars for job seekers at WSCB, including Skills and Abilities Analysis, Job Search Strategies, Resumes and Cover Letters, Interviewing Techniques, Perfecting Applications, or additional customized workshops and webinars to meet the customer's needs.

Ongoing Staff Development and Cross-Training

All system partners invest in staff development focused on cross-training with partner programs, overall skill development, and labor market information to assist customers in career and training decisions and collectively engage in the design of seamless service delivery. Subrecipient shall ensure staff participates in ongoing staff development and workgroups to discuss the shared design of services, action planning, and analysis of progress.

Subrecipient staff shall work within established One-Stop Center policies, procedures, and the BFWDC approved WSCB Covid-19 Plan to provide quality services to job seekers and business customers.

Program Accessibility

Subrecipient shall provide reasonable accommodations for individuals with disabilities, including:

- Make reasonable modifications to policies, practices, and procedures to administer programs in the most integrated setting appropriate;
- Communicate with individuals with disabilities as effectively as with others; and
- Provide appropriate auxiliary aids or services, including assistive technology devices and services, to afford individuals with disabilities an equal opportunity to participate.

WSCB is committed to providing timely and meaningful access to services, programs, and activities to limited English proficient customers. Subrecipient shall provide interpreters, translators, and other accommodations at no cost to customers. The Subrecipient shall recruit and retain 33% bilingual Spanish-speaking staff to ensure the Spanish-speaking population receives equitable access to WIOA Title I-B Dislocated Workers program activities.

Business Services Team

The Business Services Team is comprised of representatives from One-Stop partners within the WorkSource system and Tri-Cities (TC) Futures. This team works together to increase business engagement, expand outreach efforts, and assist employers in accessing a qualified applicant pool to meet their workforce demands. Representation from partners ensures communication and

coordination of services for employers, the sharing of information among partner programs, and encourages discussions that affect strategies for employer outreach.

Subrecipient shall serve employers through a coordinated business services plan, including:

- Keep up-to-date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill in-demand occupations;
- Gain traction in requesting employers open their doors to provide company tours, job shadows, interviews, job search coaching, internships, and jobs;
- Facilitate interactions between employers and customers to meet employer staffing needs and fulfill the customer's goal of family-supporting employment.
- Designate a staff member to functionally co-lead the workgroup in partnership with the Employment Security Department (ESD).

C. EXPANDING PARTNERSHIPS

Subrecipient shall work to connect with new local businesses and build upon already established relationships. Under WIOA, employers are the primary customer. Subrecipient shall keep up to date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill demand occupations. Subrecipient shall engage employers, business associations, secondary and post-secondary education partners, private training providers, apprenticeship programs, chambers of commerce, community partners, and other workforce and economic development groups to supply the talent businesses need. These relationships will enable the Subrecipient to identify candidates who can become job-ready through Work-Based Learning (WBL), long-term or short-term training.

D. PROGRAM RECRUITMENT AND ORIENTATIONS

Effective recruitment starts by building relationships with community-based organizations, training providers, businesses, and partner organizations like the Community Action Council (CAC) and the Goodwill Employment Center. Subrecipient shall continue to optimize relationships with partners currently affiliated with the One-Stop center, including the ESD, Department of Social and Health Services (DSHS), Local Veteran's Employment Representative (LVER), Disabled Veterans' Outreach Program (DVOP) personnel, Columbia Basin College (CBC), Division of Vocational Rehabilitation (DVR), Opportunities Industrialization Center (OIC), Basic Food Employment and Training (BFET), and Labor and Industries (L&I).

Reaching priority populations (recipients of public assistance, other low-income individuals, individuals who are deficient in basic skills, veterans, and eligible spouses) and achieving performance outcomes begins with effective recruitment. The following populations have been designated for the workforce as populations with barriers to employment under WIOA- Black, Asian, Native Hawaiian, Compact of Free Association (COFA) nations, Pacific Islander communities, Latinos, LGBTQ communities, expectant persons, and veterans. See WIN 0128 Gubernatorial designation of additional populations with barriers to employment under WIOA. The Subrecipient shall take WIOA Dislocated Worker services to the community through a broad-based, targeted outreach effort in English and Spanish.

Subrecipient shall reach further into the community by utilizing social media, Flash Alert News, newsletters, flyers, emails, and GovDelivery as outlined in WSCB Branding and Social Media Procedure No. 2019-04. Recruitment shall include conducting informational orientations to provide an initial overview of program services and eligibility requirements.

E. ELIGIBILITY REQUIREMENTS

Subrecipient shall conduct intake and require 100% eligibility verification documentation, including supervisory review and approval. Individuals must meet the following eligibility guidelines for the Dislocated Worker Program:

- U.S. citizen or otherwise legally entitled to work in the U.S.;
- Selective Service Registration for males who are 18 or older and born on or after January 1, 1960, unless an exception is justified (for Selective Service registration guidance, refer to BFWDC Program Notice-04, Selective Service Registration Requirements), or the individual is less than 18 years of age; and
- Meets one of the Dislocated Worker categories listed in the table below:

Category	Dislocated Worker Eligibility Criteria
1. General Dislocation	☐ **1.1** An individual who was terminated, laid off, or received a notice of termination or layoff. **AND**
	☐ **1.2** Is determined unlikely to return to previous industry or occupation; **AND**
	☐ **1.3.1** Is eligible for or has exhausted entitlement to unemployment compensation; **OR** ☐ **1.3.2** Is not eligible for unemployment compensation but can show attachment to the workforce of sufficient duration.
2. Dislocation from Facility Closure / Substantial Layoff	☐ **2.1** An individual who was terminated, laid off, or received a notice of layoff from employment at a plant, facility, or enterprise as a result of Permanent closure or Substantial layoff; **OR** ☐ **2.2** An individual employed at a facility at which the employer has made a general announcement that the facility will close within 180 days.
3. Self-employed Dislocation	☐ Was self-employed (including employment as a farmer, rancher, or a fisherman), but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters.
4. Displaced Homemaker * * Per TEGL 26-13, individuals cannot cite long-term partners to whom they were not married as family members. Individuals	☐ **4.1** An individual who was dependent on the income of another family member and is no longer supported by the income of that family member; **OR** Is the dependent spouse of a member of the armed forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, or a service-connected death or disability of the member; **AND**

can cite adult children upon whom they were financially dependent as family members so long as it is appropriately documented.	☐	**4.2** Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
5. Dislocated/Separating Military Service Members	☐	**5.1** A non-retiree military service member discharged or released from service under anything other than dishonorable discharge, or who has received a notice of military separation (defined by Local BFWDC (see Section 4.2.1). Per proposed 20 CFR 680.660, separating military service members automatically qualify as unlikely to return to a previous industry or occupation and as eligible for or exhausted entitlement to Unemployment Insurance. **Note**: Dislocated military service members, veterans and other covered persons are eligible for Priority of Service (POS) as described in POS Policy 1009, Revision 1.
6. Spouses of Military Service Members	☐ ☐	**6.1** The spouse of a member of the armed forces on active duty, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; **OR** **6.2** The spouse of a member of the armed forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment. **Note**: a military spouse may also qualify as a displaced homemaker (Category 4).

Subrecipient shall follow BFWDC WIOA Eligibility Policy #2015-01.

F. **INDIVIDUAL EMPLOYMENT PLAN (IEP)**

IEP shall begin with an interactive discussion between the customer and the Subrecipient, resulting in a mutually developed plan. Subrecipient shall develop an IEP at registration for each eligible customer based on the results of a comprehensive assessment which identifies, at a minimum, the customer's employment goals, the appropriate combination of services to achieve their employment goals, needs, barriers, training, and educational goals. The IEP shall focus on a career pathway that can provide a guide beyond initial employment. Once the IEP is developed, case notes shall document all services provided to the customer or when the customer's circumstances warrant a change. Subrecipient shall follow BFWDC WIOA Individual Employment Plan Policy #2015-19.

G. **INDIVIDUALIZED CAREER SERVICES**

When the Subrecipient determines that individualized career services are appropriate for a customer to obtain employment, those services shall be made available by the Subrecipient, including, but are not limited to:

- Comprehensive and specialized assessments of skill levels and service needs;
- Development of an IEP to identify the employment goals, appropriate achievement objectives, and appropriate combination of services needed for the customer to achieve their employment goals, including information about eligible training providers and pathways to attain career objectives;
- Group and individual counseling and mentoring;
- Career planning (e.g., case management);

- Short-term pre-vocational services, including the development of communication skills, interview skills, punctuality, and professional conduct to prepare customers for unsubsidized employment or training;
- Internships and work experiences linked to careers;
- Workforce preparation activities that help a customer acquire a combination of basic academic skills, digital literacy skills, critical thinking skills, self-management skills, and other competencies necessary for the successful transition into and the completion of post-secondary education and training or employment;
- English language acquisition and integrated education and training programs;
- Out-of-area job search assistance and relocation assistance; and
- Financial literacy services.

Comprehensive case management begins when the Subrecipient determines that a job seeker requires individualized career services to attain employment and self-sufficiency. Subrecipient shall utilize the Self-Sufficiency Calculator as the local criteria to determine whether employment leads to economic self-sufficiency.

H. UPGRADE SKILL SETS TO MEET EMPLOYER DEMAND

In reviewing the ESD Washington State Employer Demand reports, including the top 25 occupations and certifications desired by local businesses, there is an essential need within our workforce for opportunities to upgrade current skill sets. A few of the most requested credentials local employers require includes Commercial Driver's License, HAZMAT (Hazardous Material) Endorsement, Forklift, Certified Nursing Assistant, and Project management certifications. With a workforce infused with long-term unemployment, customers do not possess the financial means to assist with training expenses.

The six major sector areas identified within our communities include Government (Professional/Technical), Transportation/Warehousing, Healthcare, Construction, Manufacturing, and Agriculture/Food Processing. Subrecipient shall emphasize training and placement services to support customers and meet the demand of our growing workforce. Subrecipient shall work with local training providers and businesses to increase the number of customers who have at least one year of post-secondary education and promote Registered Apprenticeship and Entrepreneurial opportunities as options for gainful employment.

I. ASSESSMENTS PRIOR TO TRAINING

Standardized basic skills assessments shall be utilized before the expenditure of training funds to assure limited program dollars target the best customer outcomes. Subrecipient shall use assessment tools approved by the BFWDC to identify a customer's current skills, areas in need of improvement and determine remediation needs before establishing an Individual Training Account (ITA). To enhance alignment across partner programs, using previous assessments from other education or training programs is allowed for determining appropriate career and training services. Subrecipient shall follow BFWDC WIOA Assessment Policy #2015-09 when utilizing assessments before authorizing training funds.

J. TRAINING SERVICES

Training services can be critical to the employment success of dislocated workers. On-The-Job Training (OJT) and Individual Training Accounts (ITA) are types of highly valued training services in our region. Subrecipient shall provide training services to customers if they are determined eligible, registered, and require additional services to obtain employment. As part of the eligibility process, the customer must receive, at a minimum, an interview, evaluation or assessment, and career planning or other means to determine eligibility for WIOA-funded training services. However, if career services are not provided before training, documentation must explain how the customer was determined eligible for training services.

Subrecipient shall use training services to help close the skills gap in targeted industry clusters for demand occupations within Benton-Franklin counties. Subrecipient shall establish referral partnerships with businesses and training providers to expand training opportunities to those with limited access and strategically focus on the programs and learning opportunities offered through our local colleges.

- CBC structures programs to culminate in attaining industry-recognized certificates and completing technical instruction with workplace skills education. Subrecipient shall market OJTs to businesses within one of the priority sectors established within our region, including those who have used WorkSource in the last two years.
- City University offers over 50-degree programs through evening and weekend classes, as well as distance learning.
- Washington State University (WSU) Tri-Cities offers strong community support and partnerships, particularly with the nearby Pacific Northwest National Laboratory (PNNL), which provides unique learning opportunities to keep pace with the rapid change in critical demand industries within our region.
- Charter College offers associate and bachelor's programs in an "accelerated" format in business, healthcare, legal, technical, and the trades.

K. INDIVIDUAL TRAINING ACCOUNTS

Customers interested in improving their vocational skills or gaining occupational certificates can engage in training opportunities targeting growth industries. The use of an ITA provides customers with specialized training services through state-approved training providers listed on the Washington State Eligible Training Provider List (ETPL). ITA's provide education and occupational skills to customers in need of training to prepare them for employment.

Subrecipient shall maximize customer choice when selecting an eligible provider for training, per 20 CFR 680.340. Subrecipient shall work with customers to develop training plans that leverage outside resources, including but not limited to Worker Retraining, PELL Grants, Scholarships, and Commissioner Approved Training (CAT). Training plans are driven by labor market demand and lead to a clear path to employment. Case notes shall reflect combined resources from various funding sources applied to a customer's plan and specific WIOA dollars needed to achieve their goals. There is a local lifetime ITA limit of $7,000 per customer. Subrecipient shall follow BFWDC WIOA Individual Training Account Policy #2015-04 when establishing an ITA.

L. **ON-THE-JOB (OJT) TRAINING**

OJT is an essential work-based learning option that the Subrecipient shall offer to local employers and job seekers. OJT puts unemployed individuals to work earning a wage while they receive training to address gaps in their skill set that hinders them from fully performing a job. For employers, OJT offers the opportunity to offset initial training costs associated with training a customer who does not possess all of the skills, training, education, and work experience required for the job while building organizational productivity as the customer learns job requirements.

Subrecipient may reimburse the employer up to 75% of the customer's wages while in an OJT. The duration shall be appropriate to the occupation for which the customer is receiving training and considers the training content, previous work experience, and service strategies. Subrecipient shall only provide OJT opportunities to customers who have demonstrated a desire to succeed by meeting participation and attendance requirements in prior service components. The Subrecipient shall follow Local BFWDC WIOA On-the-Job Training Policy #2015-05 when developing an OJT opportunity for a customer.

M. **ENTREPRENEURIAL TRAINING**

The Subrecipient shall comply with state statutes regarding self-employment assistance and entrepreneurial training (also known as self-employment training) as reflected in RCW 50.62.030 (2). The Subrecipient shall provide the opportunity for all WIOA eligible customers to enroll in self-employment or entrepreneurial training programs on the same basis as they are provided the opportunity to enroll in other WIOA-funded training. WIOA-eligible training providers offering self-employment training are available on the state's ETPL. The Subrecipient shall follow BFWDC WIOA Self-Employment Policy #2015-07 when assisting a customer with entrepreneurial training.

N. **APPRENTICESHIP**

Subrecipient shall partner with local labor organizations to refer and encourage program customers to explore "pre-apprenticeship" programs. Several trades' apprenticeship programs have pre-requisites to enter the program, which include educational skills criteria. Subrecipient shall ensure customers are exposed to basic skills remediation, General Education Development (GED) attainment, and required academic education so they can be considered for apprenticeship training.

O. **CO-ENROLLMENT BETWEEN CONTRACTS**

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden services, maximize flexibility and service delivery to eligible populations. Subrecipient shall justify and document the customer's need and the services contemplated before co-enrollment will be allowed. Subrecipient shall identify and track the funding streams that pay the costs of services provided to individuals who are participating in programs concurrently and ensure no duplication of services is received. The customer must clearly understand the programs in which they are participating, and the Subrecipient shall use case notes to document the separation of services.

P. **REQUIRED RAPID RESPONSE ACTIVITIES**

Rapid Response is designed to be proactive, data-driven, engaged with businesses and focused on preventing layoffs or minimizing their negative impacts. It plays a vital role in providing customer-

focused services to dislocated workers and employers by delivering valuable solutions to businesses and essential services to affected workers. It is the Subrecipient's responsibility to ensure that the following activities are made available to meet the needs of businesses and affected workers, including, but not limited to:

- Layoff aversion activities (See **Layoff Aversion** section below);
- Immediate contact with the employer, representatives of the affected workers, and the local community, including an assessment of and plans to address:
    - Layoff plans and the employer's layoff schedule.
    - Background and probable assistance needs of the affected workers
    - Re-employment prospects for workers.
    - Available resources to meet the short and long-term needs of affected workers.
- Provide information and access to unemployment compensation benefits and programs, One-Stop system services, employment, and training activities, including information on the WIOA Title I-B Dislocated Worker program, Trade Adjustment Assistance (TAA), Pell Grants, the GI Bill, and other resources;
- Deliver other necessary services and resources, including workshops, classes, and job fairs to support re-employment efforts for affected workers;
- Develop and maintain partnerships with other appropriate federal, state, and local agencies and officials, employer associations, industry business councils, labor organizations, and other public and private organizations to:
    - Conduct strategic planning to develop strategies to address dislocation events and ensure timely access to a broad range of necessary services.
    - Develop mechanisms for gathering and exchanging information and data relating to potential dislocations, resources available, and customize layoff aversion or Rapid Response activities to ensure the ability to provide Rapid Response services as quickly as possible.
- Deliver services to workers for which a petition for TAA has been filed.
- Complete Rapid Response tracking spreadsheet quarterly and return by the 10th of the month following the end of each quarter to the Workforce Programs Manager.

Layoff Aversion

Layoff Aversion services shall include strategies and activities designed to prevent or minimize the duration of unemployment resulting from layoffs, including:

- Assist businesses in managing reductions in force, which may include early identification of firms at risk of layoff, assessment of the needs of and options for at-risk firms, and the delivery of services to address those needs;
- Ongoing engagement, partnership, and relationship-building activities with businesses in the community, to create an environment for successful layoff aversion efforts and to enable the provision of assistance to dislocated workers in obtaining re-employment as soon as possible;
- Establish linkages with economic development entities, including local business retention and expansion activities; and
- Connect businesses and workers to short-term, on-the-job, or customized training programs and apprenticeships before or after layoff to help facilitate rapid re-employment.

Employer Contact

When the Subrecipient becomes aware of an impending closure or layoff through a Worker Adjustment and Retraining Notice (WARN) announcement, filing of TAA petition, employer request, notification of a dislocation event, media outlets, or other sources, an attempt shall be made to contact the business within 48 hours to offer Rapid Response services to the company and affected workers. This initial contact shall be used by the subrecipient to identify:

- Layoff schedules;
- The employer's plan to assist dislocated workers, including the status of collective bargaining negotiations that might affect layoff benefits;
- Inquire as to the role of foreign trade, if any, in precipitating layoffs or closures. If trade impacts are cited, provide that information to ESD TAA Program staff to follow up with employer to determine if the events warrant the filing of TAA petitions with U.S. Department of Labor (DOL);
- Consult and coordinate with appropriate labor representatives when planning rapid response activities for those impacted workers covered by a collective bargaining agreement. Rapid response teams must be cautious and avoid any actions that might impact collective bargaining negotiations and be aware of the impact that the offer of services and resources may have on the negotiation process, especially with respect to financial arrangements related to the provision of severance benefits;
- Explain the services available to both the business and affected workers;
- Arrange a way to disseminate the information to workers;
- Provide an overview of what will be delivered at the employee orientation;
- Schedule an orientation; and
- Collect additional information as needed.

Every effort shall be made to accommodate the business and promote the attendance of the affected workers. While the Subrecipient shall make a reasonable and concentrated effort to deliver services, businesses are under no obligation to accept Rapid Response services.

Rapid Response Team Coordination Responsibilities

The Rapid Response Team is comprised of WSCB system partners who provide resources and services to assist laid-off workers. Subrecipient shall notify and coordinate rapid response events with the WorkSource Systems Coordinator so WSCB partners can assume responsibility for service delivery to laid off workers who are interested in accessing career, training, supportive, and other relevant services available through the One-Stop system. Subrecipient shall notify WSCB partners of any impending dislocation by sending an email inviting them to attend the orientation. The Rapid Response Team shall include representatives from:

- ESD UI Claims Center;
- TAA
- Community and Technical Colleges;
- Community Action Agencies;
- WIOA Title I-B Dislocated Worker Program;
- Veterans Program Services;

- DSHS;
- DVR; and
- Other stakeholders and interested parties

Subrecipient shall lead Rapid Response efforts when partnering with bordering workforce development areas if it is determined that jointly providing services would better assist employers and impacted workers.

Orientations and Required Topics

Subrecipient shall provide Rapid Response layoff orientations, which are informational sessions for dislocated workers to learn about One-Stop services and resources available through the workforce system. Whenever possible, these orientations will take place at the worksite but can also take place at the one-stop center, in a rented meeting room at a time that is convenient to the workers or using virtual platforms. Subrecipient shall deliver consistent information to dislocated workers at layoff orientations by providing, at a minimum, the following information:

- Unemployment Insurance (UI);
- Training Benefits (TB) Program;
- Commissioner Approved Training (CAT);
- Wagner-Peyser Employment Services;
- WIOA Title I-B Dislocated Worker Program Services;
- Veteran's Priority of Service;
- Community and Technical College Programs and Resources;
- TAA and Trade Readjustment Allowance (TRA), if it is established that the layoff or closure is trade-related, regardless of whether a TAA petition is filed; and
- Other information from WSCB system partners and community programs deemed necessary and appropriate

Layoff Profile and Informational Packets

Subrecipient shall be responsible for documenting all layoff information on the Benton-Franklin Dislocated Worker Layoff Profile form provided by the BFWDC. Documentation shall include the business name, location, date, number of workers affected, if the layoff is temporary or permanent, the business or industry represented, and other information that may be of value. Subrecipient shall email the Layoff Profile to the Benton-Franklin Workforce Development Council (BFWDC) on the 10th of the month following the reporting month.

When prompt group orientations are not possible, the Subrecipient shall disseminate the information to affected workers individually by leaving informational packets (agency and partner flyers, informational brochures, etc.) at the business or emailing virtual informational packets. If the Subrecipient cannot obtain employee contact information from the employer, the Subrecipient shall attempt to contact the affected workers to encourage them to schedule an appointment to learn about services available at the One-Stop center.

Surveys and Services

Subrecipient shall quickly assess the needs of affected workers in a group setting, one-on-one, or virtually using surveys or other instruments to identify their skills, education, and potential assistance needs. Rapid Response services provided to each worker include registering for work on WorkSourceWA.com, resumé assistance, information, and assistance on how to file for Re-employment Assistance benefits, information on the WIOA Dislocated Worker program, and other services when appropriate.

Note: DOL requires survey results if closures or layoff events are of a magnitude that compels the state to purse National Dislocated Worker Grants (NDWGs).

Convene Local Partners to Improve Services

Subrecipient shall periodically convene local partners, including Rapid Response and business engagement teams, too:

- Evaluate local service demand;
- Implement strategies to meet local demand; and
- Continuously improve Rapid Response services to individuals and businesses.

Q. JOB CLUBS

Subrecipient shall provide hands-on group learning sessions, or Job Clubs, that provide information on the current labor market, niche boards, how to market an OJT, and identify transferrable skills. Job clubs will help dislocated workers share their experiences, job leads and builds confidence by becoming better prepared and organized to conduct their job search. Sessions will address current and local needs, prepare dislocated workers to be competitive in the current labor market, and focus on topics such as LinkedIn and effective networking.

R. SUPPORTIVE SERVICES

Supportive services enable customers to participate in WIOA program activities such as training, school, work experience, and job search. Supportive services are not entitlements, and WIOA provides the following guidelines:

1. Supportive services may only be provided to individuals who are:
    a) Participating in career and training services as defined in WIOA Section 134 (c) (2) (3) and 20 CFR 680.910; and
    b) Unable to obtain supportive services through other programs or community resources providing such services (WIOA Section 134 (d) (2) (B)).
2. Supportive services are allowed as a component of follow-up services for WIOA dislocated workers that have completed the program to help them retain unsubsidized employment.
3. Supportive services may only be provided when they are necessary to enable customers to participate in Title I activities (WIOA Section 124 (d) (2) (A) and WIOA Section 3 (59)).

Subrecipient shall provide support services to customers following BFWDC WIOA Support Services Policy #2015-02.

S. CASE NOTES

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each customer by the Subrecipient. Subrecipient shall record case notes into Washington State's Management Information System (MIS) to provide evidence of services and activities provided to customers while enrolled in WIOA activities and support compliance with federal, state, and local policies. Subrecipient shall follow BFWDC WIOA Case Note Policy #2015-14 to tell the story of the customer's participation while enrolled in the program.

T. RETENTION AND FOLLOW-UP

The goal of follow-up services is to ensure job retention, wage gains, and career progression for customers placed in unsubsidized employment. If follow-up services are requested by customers and determined by the Subrecipient to be appropriate for those customers, follow-up services shall be provided by the Subrecipient. During the term of this agreement, the Subrecipient shall provide follow-up services to participants after the completion of participation in WIOA activities. Follow-up services may include, but are not limited to, two-way exchanges between the employment specialist and either the customer or the customer's employer as follows:

- Provide individuals with additional career planning;
- Contact individuals or employers to verify employment;
- Counsel individuals about the workplace;
- Contact individuals or employers to help secure better-paying jobs;
- Contact individuals or employers to resolve work-related problems;
- Connect individuals to peer support groups;
- Provide individuals with information about additional educational or employment opportunities;
- Provide individual with supportive services needed to retain employment;
- Provide individuals with referrals to other community services. Individuals in need of such services will be informed of and referred to other government and community services such as Temporary Assistance for Needy Families (TANF), DSHS, CAC, Goodwill, and other local resources available on 211info.org before receiving supportive services.

Subrecipient shall follow BFWDC WIOA Title I-B Adult and Dislocated Worker Follow-up Services Policy #2015-16 and record follow-up services into Washington State's MIS.

U. MANAGEMENT INFORMATION SYSTEM RESPONSIBILITIES

Subrecipient shall upload all WIOA program participant documentation and accurately record participant data, services provided, and outcomes of services into the Washington State MIS, Efforts to Outcomes (ETO) or its successor. Services entered in the MIS must be recorded in a timely manner as outlined in WorkSource Information Notice (WIN) 0082, Change 1, and align with the services defined in the WorkSource Services Catalog. Subrecipient shall record case notes to support participant demographics, services provided, and outcomes of services in the MIS.

ESD and the state Workforce Development Council manage the WorkSource customer MIS. Subrecipient shall ensure:

- At least one MIS user receives Train-the-Trainer training to become a certified WSCB ETO Trainer for the Dislocated Workers program.
- At least one MIS user signs up and participates in regularly scheduled Training 12 calls to disseminate updates on MIS changes and improvements to WIOA program system users. A request shall be sent to esdgpWSSteam@esd.wa.gov to be added to the Information Technology Service Delivery (ITSD) Training Team's distribution list to attend Training 12 calls.

V. BFWDC AND WORKFORCE PROFESSIONALS CENTER POLICIES

Subrecipient shall ensure program staff read, understand, and are knowledgeable in BFWDC policies, program notices, state policies, and state guidance such as WINs, Training and Employment Guidance Letters (TEGL), and Training and Employment Notices (TEN). BFWDC policies can be found in the policy section of the BFWDC website, https://www.bentonfranklinwdc.com/policies, and state policies and guidance can be found on the Workforce Professionals Center website, https://wpc.wa.gov/wswa.

W. MINIMUM SPENDING LEVELS

Subrecipient shall expend a minimum of 90% of the contract budget as referenced in Exhibit E.

X. WIOA Title I-B Dislocated Worker PERFORMANCE MEASURES

Subrecipient shall meet and is encouraged to exceed the BFWDC's Dislocated Worker performance measures for Program Year 2022 set forth below.

Employment Rate 2nd Quarter after Exit – 74%

The percentage of Dislocated Worker program participants who are in unsubsidized employment during the second quarter after exit from the program shall be 74% or greater.

Calculation Methodology: The number of Dislocated Worker participants who exited during the program year who:

1. Are identified as employed (using, for example, Unemployment Insurance (UI) wage record match, Federal or military employment records, or supplemental wage information), in the second quarter after exit; **divided by**
2. The number of dislocated worker participants who exited during the program year.

Employment Rate 4th Quarter after Exit – 71%

The percentage of dislocated worker program participants who are in unsubsidized employment during the fourth quarter after exit from the program shall be 71% or greater.

Calculation Methodology: The number of dislocated worker participants who exited during the program year who:

1. Are identified as employed (using, for example, a UI wage record match, Federal or military employment records, or supplemental wage information), in the fourth quarter after exit; **divided by**

2. The number of dislocated worker participants who exited during the program year.

Median Earnings 2nd Quarter after Exit - $8,200
The total quarterly earnings for all participants employed in the second quarter after exit shall be determined by either direct wage record match or supplemental wage information. The collected quarterly wage information values shall be listed in order, from the lowest to highest value. The median earnings value shall be at least $8,200.

Credential Attainment Rate 2nd Quarter after Exit – 72%
The percentage of dislocated worker program participants enrolled in an education or training program (excluding those in OJT and customized training) who attained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program shall be 72% or greater.

Calculation Methodology: The number of dislocated worker participants who exited during the reporting period who:

1. Obtained a recognized post-secondary credential during program participation or within one year after exit; **or**
2. Were in a secondary education program and obtained a secondary school diploma or its recognized equivalent during program participation or within one year after exit **and** were also employed, or in an education or training program leading to a recognized post-secondary credential within one year after exit; **divided by**
3. The number of participants enrolled in an education or training program (excluding those in OJT and customized training) who exited during the reporting period.

Measurable Skill Gains Indicator – 52%
The percentage of dislocated worker program participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment shall be 52% or greater.

Calculation Methodology: The number of dislocated worker program participants during the reporting period who:

1. Are in an education or training program that leads to a recognized post-secondary credential or employment **and** are achieving measurable skill gains based on attainment of at least one gain; **divided by**
2. The number of program participants during the reporting period who are in an education or training program that leads to a recognized post-secondary credential or employment.

Y. TRAINING GOALS

Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated training goals. The desired outcome is to meet these totals every

quarter. Although 177 customers are required to be served in the program and receive services, only 41 or more are required to receive training services. Subrecipient shall meet the following annual totals for training services.

PY22 Dislocated Worker Training Services Quarterly Goals (Cumulative Totals)				
Training Services	**9-2022**	**12-2022**	**3-2023**	**6-2023**
Individual Training Account (ITA)	10	19	29	37
On-the-Job Training (OJT)	0	1	2	3
Self-Employment	0	0	0	1
Total Training Services	**10**	**20**	**31**	**41**

Z. ENROLLMENT AND EXIT GOALS

Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated enrollment and exit goals. The desired outcome is to meet these totals every quarter. Subrecipient shall meet the following annual totals for enrollments and exits.

PY22 Dislocated Worker Enrollment & Exit Quarterly Goals (Cumulative Totals)					
Enrollments and Exits	**Carry-In**	**9-2022**	**12-2022**	**3-2023**	**6-2023**
Enrollments: Basic Services	0	0	0	0	0
Enrollments: Individualized Services	40	70	107	143	177
Enrollments: Training Services	17	21	27	33	41
Employed at Exit		15	38	85	112

GENERAL TERMS AND CONDITIONS
for
Contracts
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1 INTRODUCTION

1.1 Scope

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Benton-Franklin Workforce Development Council (BFWDC) under Title I-B of the Workforce Innovation and Opportunity Act is subject to.

1.2 Definitions

"BFWDC" shall mean Benton-Franklin Workforce Development Council or the local workforce development board for WDA 11.

"Contractor" shall mean any entity receiving funding under this Contract for the purpose of providing goods or services that are not related to the carrying out of this Contract.

"DOL" shall mean the United States Department of Labor.

"EO Officer" shall mean the Equal Opportunity Officer of the BFWDC.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Materials" shall mean 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.

"Negotiated Indirect Cost Rate" shall mean the Subrecipient's maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Subrecipient receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"State-Level EO Officer" shall mean the Equal Opportunity Officer of who reports to the Governor or their designee and is responsible for State Program-wide coordination of compliance with the equal opportunity and nondiscrimination requirements in WIOA and 29 CFR Part 38.

"Subrecipient" shall mean any non-federal entity that receives funding from the BFWDC to carry out any part of this Contract, including, but not limited to, any non-federal entity that receives funding from the BFWDC to be a One-Stop Operator.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

1.3 Applicable Laws

Throughout the term of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128 (WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I-B and WorkSource System Policies.

1.4 Assignment and Delegation

The work to be provided under this Contract 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.

1.5 Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington.

1.6 Modification

The BFWDC may unilaterally modify the terms of this Contract when such modifications are required by controlling law. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Contract.

This Contract 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.

1.7 Severability

The provisions of this Contract are intended to be severable. If any term or provision shall be held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

2 SUBAWARDS

In the event the Subrecipient disburses any funding from this Contract to a sub-contractor, the Subrecipient shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this Contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

3 ASSURANCES

The BFWDC and the Subrecipient agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Subrecipient shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I-B and WorkSource System Policies.

As a condition to the award of financial assistance from the Department of Labor under Title I-B of WIOA, the Subrecipient 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 award of federal financial assistance:

A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-B financially assisted program or activity;

B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the

basis of race, color, and national origin;

C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I-B financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-B financially assisted program or activity, and to all agreements, the Subrecipient makes to carry out the WIOA Title I-B financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

4 SUBRECIPIENT REGISTRATION

If applicable, the Subrecipient shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State, and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Subrecipient will provide the BFWDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Subrecipient's commencing services under this Contract.

5 CONFLICT OF INTEREST

5.1 Conflict of Interest

Subrecipient shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Subrecipient, its executive staff, and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for the award.

a. Individual;
b. Member of the immediate family;
c. Employing organization; or
d. Future employing organization.

A Subrecipient cannot be involved with decision making if there is a direct financial benefit to themselves or their immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Subrecipient must abide by WIOA Title I-B Policy 5405.

5.2 Code of Conduct

Subrecipient shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to all Subrecipient's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision-making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

5.3 Gifts

Gratuities in the form of entertainment, gifts, or otherwise offered by the Subrecipient, or an agent or representative of the Subrecipient to any officer or employee of the BFWDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination, will render this Contract voidable at the option of the BFWDC.

5.4 Public Service Ethics

Subrecipient shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

6 CONFLICTING PROVISIONS

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I-B and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

7 DEBARMENT AND SUSPENSION

Subrecipient must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Subrecipient must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Subrecipient must provide a signed statement, attached as Exhibit D to this Contract that it is complying with the requirements of this section.

8 DISPUTE RESOLUTION

8.1 Dispute Resolution

In the event a dispute arises out of this Contract between the BFWDC and the Subrecipient, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I-B Policy 5410 shall govern the dispute resolution and appeals process.

8.2 Venue

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

8.3 Fees and Costs

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

9 ACCESS AND MONITORING

9.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the BFWDC shall have 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. In addition, these entities shall have the right, subject to conformance with the Subrecipient's safety and security standards provided in advance to the BFWDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the

Subrecipient. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the BFWDC.

9.2 Audits

To the extent permitted by law, at any time during normal business hours and as often as the BFWDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the BFWDC deem necessary, the Subrecipient shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. The Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that sub-contractors also maintain records that are auditable. The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Subrecipient and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Subrecipient expends $750,000 or more during the Subrecipient's fiscal year of federal award money, Subrecipient must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

9.3 Records Storage

The Subrecipient shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Subrecipient shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

9.4 Contractor Application

Subrecipient shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with Contractors.

10 RECORDS

10.1 Protection of Confidential information

Subrecipient shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this Contract unless:

a. Related to the purpose of this Contract;
b. Required by law; or
c. Authorized by prior written approval of the person who is the subject of the confidential information.

Subrecipient shall maintain proper security measures to protect all confidential information.

10.2 Records Retention

The Subrecipient shall:

a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;
b. Retain records for non-expendable property for a period of three years after final disposition of the property;
c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than six years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of the resolution of the complaints;

e. Retain all records beyond the required six (6) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least six (6) years after the litigation, audit, or claim has been resolved;
f. Maintain records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of the resolution of the complaint; and
g. Comply with all other requirements of WIOA Title I-B Policy #5403, Revision 1 Records Retention and Public Access.

10.3 Safeguarding of Client Information

Without a prior written consent by the recipient or client or as otherwise required by law, Subrecipient shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Subrecipient's responsibilities under this Contract.

10.4 Procurement Records

Subrecipient must maintain records detailing the history of all purchasing and procurement in which funds from this Contract were used. This includes the rationale for the selected method of procurement, selection of contract type, the basis for contractor selection or rejection, and the basis for the contract price.

11 ENERGY AND POLICY CONSERVATION

The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12 ENVIRONMENTAL COMPLIANCE

If Subrecipient is receiving over $100,000 in federal grants under this Contract, the Subrecipient shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

13 FUNDING

13.1 Funding Provided

Funding made available through this Contract is limited to the funding expressly provided in this Contract. Subrecipient will use the funding provided in this Contract only on allowable costs. The BFWDC will honor all allowable costs submitted within the funding period if funding is available.

13.2 Profit

Any profit generated by funds made available under this Contract must be used or returned to the BFWDC in accordance with WIOA Title I-B Policy #5220.

13.3 Recapture

Funding provided in this Contract is subject to recapture under WIOA Title I-B Policy #5275.

13.4 Indirect Cost Rate

Subrecipient shall not spend funding obtained either through this Contract or any other WIOA Contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

13.5 Transfer of Funding

Subrecipient may apply to the BFWDC WIOA Workforce Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Subrecipient must obtain prior written approval from the BFWDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I-B Policy #5401.

13.6 Repayment of Disallowed Costs

Subrecipient may be required to repay the BFWDC for any costs that are determined by the BFWDC to be a disallowable costs.

14 CONFERENCES AND MEETINGS

14.1 Approval

Conferences sponsored in whole or in part by the Subrecipient using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipient must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

14.2 Executive Branch Meetings

The Subrecipient must not use any funds from this Contract for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose of this Contract. No funds from this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

14.3 Hotel-Motel Fire Safety Act

Pursuant to 15 U.S.C 2225(a), Subrecipient must ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with funds from this Contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

15 SUBRECIPIENT STAFFING AND WORKPLACE

15.1 Drug-Free Workplace

Subrecipient and any sub-contractors must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing, and distribution of drug free workplace statements and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I-B recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

15.2 Licensing

Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Contract.

15.3 Salary and Bonus Limitations

No funds received under this Contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

15.4 Taxes

Subrecipient shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Subrecipient staff.

15.5 Motor Vehicle Safety Policies

Subrecipient is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

15.6 Wages and Hours

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Subrecipients in excess of $2000, and in excess of $2500 for other contracts which

involve the employment of mechanics or laborers.) Any wages paid by Subrecipient using funds from this Contract shall be reasonable, necessary, and allocable for the performance of this Contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this Contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through the statewide workforce delivery system.

16 INSURANCE AND BONDING

16.1 Bonding

The Subrecipient shall ensure that:

a. Subrecipient has purchased fidelity bonding to protect against the risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
b. Fidelity bonding secured pursuant to this Contract must have coverage of $100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
c. If requested, the Subrecipient will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

16.2 Business Auto Policy

The Subrecipient shall maintain automobile liability insurance, with a minimum limit of $1,000,000, when vehicles owned or leased by the Subrecipient or its employees, sub-contractors, or volunteers are used to providing services in the performance of this Contract.

16.3 Commercial General Liability Insurance

The Subrecipient shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage, and contractual liability with the following minimum limit: Each Occurrence - $1,000,000; General Aggregate - $2,000,000.

16.4 Industrial Insurance Coverage

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BFWDC may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund.

The BFWDC may:

a. Deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by Agency under this Contract; and
b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Subrecipient.

16.5 Professional Liability Insurance

The Subrecipient shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: $300,000 per incident, loss, or person. The Subrecipient shall ensure employees and any sub-contractors are covered by professional liability insurance.

16.6 Additional Provisions

16.6.1 Excess Coverage

The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified.

16.6.2 Identification

All insurance policies shall reference this Contract.

16.6.3 Insurance Carrier Rating

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII, or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

16.6.4 Material Changes

The BFWDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.

16.6.5 Self-Insured

If self-insured, the Subrecipient warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Subrecipient's Risk Officer or appropriate individual will provide the BFWDC evidence of such insurance. If requested, the Subrecipient will provide the BFWDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the agreement.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Federal Requirements

The Federal Government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Contract, including a sub-contract; and ii) any rights of copyright to which the Subrecipient, or a sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities. If applicable, the following needs to be on all products developed in whole or in part with contract funds: "This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the Subrecipient and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, the accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

17.2 Ownership of Materials

Unless otherwise provided, and subject to the other requirements listed in this Contract, Subrecipient shall retain ownership of all material it creates using funds from this Contract.

17.3 Licensing of Materials.

Subrecipient shall license to the public all Materials created or modified using funds from this Contract under the Creative Commons Attribution License. For Materials created using funds from this Contract, or that were developed using WIA or WIOA funding, Subrecipient hereby grants to the BFWDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that the Subrecipient has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the BFWDC.

18 INTERNAL CONTROLS

Subrecipient must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the BFWDC or the Subrecipient considers to be sensitive, consistent with applicable Federal, State, and local privacy and confidentiality laws.

These internal controls must include assurance that the Subrecipient is:

a. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract;
b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this Contract; and
d. Taking prompt action when instances of noncompliance are identified.

19 LIMITATIONS ON CONSTRUCTION AND REPAIR

19.1 Copeland Anti-Kickback Act

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

19.2 Davis-Bacon Act

The Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of $2,000.

19.3 Flood Insurance

No funds obtained through this Contract may be used to acquire, modernize, or construct property in identified flood-prone communities unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

19.4 Funding for Construction

Unless specified otherwise in this Contract, Subrecipient shall not spend any funds from this Contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this Contract must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191.

19.5 Religious Construction

Subrecipient shall not use any funds made available through this Contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by the organization providing services to WIOA participants may be allowed.

20 LIMITATIONS ON FUNDING PROVIDED

20.1 ACORN Prohibition

No funds made available under this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

20.2 Business Relocation

No funds obtained through this Contract may be used to (1) Encourage or induce any business or part of a business to relocate from any location in the United States if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

20.3 Religious Activity Trainings

Subrecipient shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Contract may be used to employ or train participants in religious activities.

20.4 Health Benefits Coverage

The Subrecipient shall ensure that the use of funds obtained through this Contract used for Health Benefits coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

20.5 Trafficking in Persons

No funds obtained through this Contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at http://doleta.gov/grants/resources.cfm.

21 LOBBYING

21.1 Restrictions on Lobbying

Subrecipient shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Subrecipient shall also make available upon request required disclosure information if the Subrecipient participates in lobbying activities during the contract period.

21.2 Certification

Subrecipient shall provide, in Exhibit C to this Contract, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

21.3 Publicity

No funds provided under this Contract shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or the local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of the legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

22 NONDISCRIMINATION

Subrecipient shall comply with all nondiscrimination requirements listed in this Contract, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

The Subrecipient must not discriminate in any of the following areas:

a. Deciding who will be admitted, or have access, to any WIOA Title I-B financially assisted program or activity;
b. Providing opportunities in, or treating any person with regard to, such a program or activity; or
c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The Subrecipient also ensures that it will comply with 29 CFR Part 38; including the Nondiscrimination Plan developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

22.1 Discrimination

No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-B financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-B financially assisted program or activity.

22.2 Program Participation

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Secretary of Homeland Security to work in the United States.

22.3 Notification

The Subrecipient shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the subrecipient's website; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's electronic and paper files. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Subrecipient shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I-B financially assisted programs or activities.

> "WorkSource is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711"
>
> "TC Futures is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. WA Relay Service: 711"

22.4 Reporting

The Subrecipient shall promptly notify the BFWDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex, sexual orientation, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-B financially assisted program or activity. The BFWDC EO Officer will notify the State-Level EO Officer; Director of Employment Security Department (ESD); Commissioner of ESD and

the Civil Rights Center (CRC).

23 PERFORMANCE STANDARDS

Subrecipient shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to tracking, recording, and reporting on their performance accountability measures. Subrecipient must also enter all necessary data for federal reporting and performance accountability measures into the State's Management Information System (MIS), currently Efforts to Outcomes Case Management System or its successor.

24 PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

25 PURCHASING AND CONTRACTING REQUIREMENTS

25.1 Buy American Act

Purchases made under this Contract using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in the final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this Contract.

25.2 Procurement Requirements

All purchasing of goods and services by Subrecipient using funds made available through this Contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
b. Complying with competition requirements of 2 CFR 200.319;
c. Following the proper method of procurement as identified in 2 CRF 200.320, including but not limited to following the simplified acquisition threshold;
d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Subrecipient is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to

any agreements with the authority responsible for collecting the tax liability.

25.5 Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under this Contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

25.6 Oversight

Subrecipient must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

25.7 Equipment and Supplies

25.7.1 Acquisition

Subrecipient must receive prior approval from the BFWDC for the purchase of any equipment with a per unit acquisition cost of $5,000 or more, and useful life of more than one year using funds obtained through this Contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This Contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

25.7.2 Equipment Management

All equipment purchased with funds obtained through this Contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes a description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting an inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment by federal and state law.

25.7.3 Supplies

Title to Supplies acquired with funding provided under this Contract shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding $5000 in value at the time of completion of this Contract must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

25.8 Recovered Materials

Purchases made pursuant to this Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over $10,000 to contain the highest percentage of recovered materials while maintaining a satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

26 RELATIONSHIP OF THE PARTIES

26.1 Independent Contractor

The parties intend that an independent Contractor relationship will be created by this Contract. The Subrecipient and his or her employees or agents performing under this Contract are not employees or agents of the BFWDC. The Subrecipient will not hold himself/herself out as, nor claim to be an officer or employee of, the BFWDC by reason hereof, nor will the Subrecipient make any claim of right, privilege, or benefit which would accrue to such employee under the law. Conduct and control of the work will be solely with the Subrecipient.

26.2 Indemnification

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this Contract shall be responsible for the acts and/or

omissions of entities or individuals not a party to this Contract. In the case of negligence of both the BFWDC and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

27 REPORTING

27.1 Payment Requests

All payments to the Subrecipient shall be for the reimbursement of costs incurred by the Subrecipient and shall not exceed the total amount set forth in the budget attached. All payment requests shall be submitted in a timely manner and in accordance with the BFWDC requirements and procedures governing reimbursements. The BFWDC has the right to require the submission of supporting documentation, including invoices and proof of payment, prior to a Subrecipient's reimbursement request. The Subrecipient shall expend a minimum of 90% of the contract budget submitted to the BFWDC by the Subrecipient.

27.2 Closeout

Subrecipient shall comply with WIOA Title I-B Policy #5245 regarding the closeout of this Contract. This includes, but is not limited to, completing a formal closeout within forty-five (45) calendar days, or as otherwise instructed, after the end of this Contract, or when the funding is fully utilized, whichever comes first.

27.3 Monthly Reports

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Office Manager. These reports must comply with WIOA Title I-B Policy #5240.

27.4 Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Contract must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise."

27.5 Cost Rates

Subrecipient must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Subrecipient must submit to the ESD Budget Office upon contract execution either a rate negotiated between the pass-through entity and the subrecipient, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

28 MILITARY SELECTIVE SERVICE

Subrecipient shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

29 VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Subrecipient to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a Subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the Subrecipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's

eligibility requirements. Subrecipient must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

30 VIOLATIONS OF PRIVACY ACT

No funds made available under this Contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

31 USE OF NAME PROHIBITED

The Subrecipient shall not in any way contract on behalf of or in the name of the BFWDC.

32 USE OF STATE RESOURCES

Subrecipient and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

33 WAIVER

A failure by the BFWDC to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the BFWDC and attached to the original Contract.

34 MILEAGE

The Subrecipient shall check the mileage rates annually at www.gsa.gov/mileage to ensure compliance. Rates are updated annually on January 1st.

35 DELIVERY OF SERVICES

The Subrecipient agrees to deliver the quality, quantity, and type of services as specified in the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BFWDC. The Subrecipient agrees to provide services associated with this contract in a manner that supports the visions of the one-stop service delivery system.

EXHIBIT C

Certification Regarding Lobbying

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (i.e., the Subrecipient signatory) certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Cami Eakins	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Career Path Services	9/12/22

EXHIBIT D

Certification Regarding Debarment and Suspension

APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Subrecipient signatory) certifies, to the best of their knowledge and belief, that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,

   D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, the such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Cami Eeles	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Career Path Services	9/12/22

SUBRECIPIENT: **Career Path Services**
PROGRAM TITLE: **Dislocated Worker**
PROGRAM YEAR: **PY22**

EFFECTIVE DATE: **7/1/2022**

Budget Line Item	Total
Salaries & Benefits	$ 356,517
Other Direct Costs	$ 74,626
Direct Participant Costs	$ 200,274
Indirect Costs	$ 128,346
Total	$ 759,763

Note: The Subrecipient shall expend a minimum of 90% of the contract budget.

Exhibit F

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046,
Olympia, WA 98507-9046

EQUAL OPPORTUNITY IS THE LAW

29 CFR Part 37.30

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within one hundred eighty (180) days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until ninety (90) days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty
(120) days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within thirty (30) days of the date on which you received the Notice of Final Action.

ADDITIONAL TERMS AND CONDITIONS

for

AGREEMENTS

under

THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. TERMINATION AND SUSPENSION

The rights and remedies of the Benton Franklin Workforce Development Council (BFWDC) provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

1.1. Termination or Suspension for Cause

In the event that the BFWDC determines the Subrecipient has breached any of its obligations here under and fails to cure the breach within ten (10) days of written notice to do so by the BFWDC, the BFWDC may immediately terminate this Agreement by so notifying the Subrecipient, in which case the BFWDC shall pay the Subrecipient only for the costs of services accepted by the BFWDC per this Agreement. In the event of termination or suspension with an opportunity to cure, the Subrecipient shall not obligate any additional funds under this Agreement during the cure period, and Subrecipient shall bear all costs and expenses incurred by BFWDC in completing the work and all damages incurred by reason of Subrecipient's breach.

During the cure period, BFWDC reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by BFWDC to terminate this Agreement.

BFWDC reserves the right to immediately suspend all, or part of, this Agreement, and to withhold further payments or to prohibit the subrecipient from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance, or nonfeasance has occurred on the part of the Subrecipient under this Agreement.

1.2. Termination for Convenience

The BFWDC may terminate this Agreement in whole or in part whenever the BFWDC determines, in its sole discretion, that such termination is in the best interest of the BFWDC. In such case, the BFWDC may terminate this Agreement effective thirty (30) days after the date of mailing written notice to the Subrecipient. In that event the BFWDC shall pay the Subrecipient for all costs incurred by the Subrecipient in performing the Agreement up to the date of mailing such notice.

1.3. Termination for Funding Reasons

BFWDC may unilaterally and immediately terminate this Agreement in the event that funding from federal, state, or other sources becomes no longer available to BFWDC or is not allocated for the purpose of meeting the BFWDC's obligations hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions. Termination under this paragraph shall be effective upon the date specified in the written notice of termination by the BFWDC to the Subrecipient. After the effective date, no charges incurred under this Agreement shall be allowed.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/27/22: BC 10/11/22
Subject:	PY22 Benton Franklin Workforce Development Council (BFWDC) WIOA Out of School Youth Programs Contract with Career Path Services
Presenter:	N/A
Prepared By:	Cyndelle Wood, Administrative Assistant, BFWDC
Reviewed By:	

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A (*If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

This action is before the Board because the Cooperation Agreement for the Act Administration signed in 2000 indicates that the commissioner (currently Mr. McKay} appointed to the WDC Executive Council shall present service provider contracts and modifications to his Board of Commissioners.

Fiscal Impact

Funded by the Federal Workforce Innovation and Opportunity Act via a grant from the Washington State Employment Security Department to the Benton-Franklin Workforce Development Council. The Grant has already been executed and funds allocated. The intent is to provide resources to our sub-recipient now, Career Path Services, to provide direct participant services to out-of-school youth job seekers in our community with a contract of $668,455.

Recommendation

Recommend Commissioners sign attached resolution. A service provider Contract between Benton-Franklin Workforce Development Council and Career Path Services for Program Year 2022 in the amount of $668,455 for Out-of-School Youth Services.

Suggested Motion

Approved as part of the consent agenda.

Please send originals to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF REVIEW OF THE SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR THE PROGRAM YEAR 2022 IN THE AMOUNT OF $668,455 FOR YOUTH SERVICES

WHEREAS the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed on March 27, 2000, states that the Benton and Franklin County Commissioners on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Administration signed by Benton and Franklin Counties on March 27, 2000, indicates sections II.C.3 and 4 that the commissioners appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Youth Services for PY22; NOW, THEREFORE,

BE IT RESOLVED that the Benton and Franklin Counties Board of Commissioners has received the proposed contract between the WDC and Career Path Services, in the amount of $668,455 for Youth Services, effective July 1, 2022, through June 30, 2023, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign a said contract indicating the Board's receipt and review on behalf of the Board of Benton and Franklin County Commissioners.

Dated this……..…day of……., 2022

_____

Chairman of Board

_____

Member

_____

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____

Clerk of the Board

Dated this……...day of……..., 2022

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: _____

Clerk of the Board

Please send originals to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

WORKFORCE INNOVATION & OPPORTUNITY ACT
SERVICE PROVIDER CONTRACT
BETWEEN
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL
AND
CAREER PATH SERVICES

PY2022 TITLE I-B FORMULA: OUT-OF-SCHOOL YOUTH PROGRAM
CFDA 17.259 YOUTH, CONTRACT NO. BFWDC-PY22 OSY-CPS

This Contract is entered into between the Benton-Franklin Workforce Development Council (BFWDC), located at 815 N. Kellogg Street, Suite C, Kennewick, WA, delegated to act on behalf of the Governor of the State of Washington, and Career Path Services (CPS or Subrecipient), 10 N. Post, Suite 200, Spokane, WA 99201, duly designated in accordance with Section 107(d)(12)(B)(i)(II) of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, as local Contract subrecipient.

1. TERMS & CONDITIONS

All activities and expenditures, pursuant to this Contract and all subsequent amendments, shall be in accordance with WIOA; its implementing regulations; all other applicable federal, state, and local laws, rules, and regulations; policies and guidance issued by BFWDC and Employment Security Department (ESD); and the terms and conditions of this Contract contained herein.

2. FEDERAL AWARD TERMS

All rights and obligations of the parties to this Contract shall be subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Out-of-School Youth (OSY) Program PY2022/FY2023, incorporated herein by reference and available at the following link: https://wpc.wa.gov/grants/WIOA

3. CONTRACT MANAGEMENT

BFWDC Contract Manager responsible for the management of this Contract is:

Name:	Cynthia N. Garcia
Title:	Youth Programs Manager/Equal Opportunity Office
Phone:	509-734-5986
Email:	cgarcia@bf-wdc.org

Subrecipient Contract Manager responsible for the management of this Contract is:

Name:	Kayci Loftus
Title:	Director of Workforce Development
Phone:	509-734-5919
Email:	kloftus@esd.wa.gov

4. PERIOD OF PERFORMANCE

This Contract will be in effect for the period commencing July 1, 2022, and ending June 30, 2023, unless terminated sooner as provided in Exhibit G, Additional Terms and Conditions.

5. PAYMENTS

The total amount of payments under this Contract is limited to and may not exceed $668,455.

6. SUBRECIPIENT ACTIVITIES

Funds awarded under this Contract will be utilized by the Subrecipient only to conduct required and allowable local activities, including program oversight activities for the Title I-B Youth program authorized under WIOA section 129(c); and the Youth and Young Adult Re-Engagement Center in our local area.

7. PROGRAM REPORTING

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Programs Coordinator. Monthly reports will be provided using a format provided by the BFWDC. Examples of reporting formats include activity narratives, routine reports developed for BFWDC and/or local leadership, media or virtual communications, etc. These reports may include information on the delivery of WIOA Title I-B services to individuals and businesses; progress on local strategic initiatives; significant developments and achievements; implementation of best practices. Monthly reports are due on the 10th of the month following the reporting month.

8. FEDERAL FUNDING INFORMATION AND AVAILABILITY

This Contract is subject to the availability of funds to the BFWDC. Subrecipient understands and acknowledges that all funds reimbursable to the Subrecipient under this Contract will not be available at the start of the term of this Contract.

9. FORMULA CASH DRAW PROCEDURE

The Subrecipient shall submit invoices for services performed under this Contract on the Invoice Voucher Form accompanied by backup accounting documentation of expenditures by Contract. Monthly invoices are due by the 20th of the month following the reporting month.

The settlement package (otherwise known as the close-out package) is due forty-five (45) days after the end of the Contract funding period or as otherwise indicated by BFWDC.

10. MILEAGE REIMBURSEMENT RATES

Pursuant to 2 CFR 200.474(a), Subrecipient must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The

The Benton-Franklin Workforce Development Council, TC Futures, and WorkSource are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711

2022 Mileage Reimbursement Rates are:

Modes of Transportation Effective/Applicability	Date	Rate per mile
Privately owned automobile	July 1, 2022	$0.625
Privately owned motorcycle	July 1, 2022	$0.605

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

11. CONSULTANTS

For the purposes of this contract, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for the WIOA OSY Program, without prior approval from the BFWDC.

12. FOREIGN TRAVEL

Pursuant to WIOA section 181(e), no funds received to carry out an activity under WIOA Title I-B subtitle B shall be used for foreign travel.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

A. The Workforce Innovation and Opportunity Act (Pub. L. 113-128), other applicable Federal statutes, and implementing regulations;
B. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900;
C. USDOL-ETA Directives;
D. Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Youth – PY2022;
E. Workforce system policies and guidance promulgated by ESD;
F. Those Terms and Conditions as contained in this basic agreement instrument;
G. The General Terms and Conditions contained in Exhibit B
H. Additional Terms and Conditions contained in Exhibit G
I. The Budget & Performance Planning Form is attached hereto as Exhibit E; and
J. Any other provisions of this Agreement whether incorporated by reference or otherwise.

14. EXHIBITS

The following Exhibits are attached and incorporated to this contract:

Exhibit A-OSY Statement of Work
Exhibit B-General Terms and Conditions for Contracts under the Workforce Innovation and Opportunity Act (WIOA)
Exhibit C-Certification Regarding Lobbying
Exhibit D -Certification Regarding Debarment and Suspension
Exhibit E - PY22 OSY Budget
Exhibit F- Equal Opportunity is the Law
Exhibit G- Additional Terms and Conditions

The Benton-Franklin Workforce Development Council, TC Futures, and WorkSource are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711

As stated in Exhibits C and D, Subrecipient certifies and assures its compliance with the federal restrictions on Lobbying as specified in 29 CFR Part 93, and Debarment and Suspension as specified in 29 CFR Part 98.

15. ELECTRONIC MAIL AND SIGNATURES

Signed versions of this Contract transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

16. ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire Contract of the parties in relation to the subject matter hereof. Any other Contract, representation, or understandings, verbal or otherwise, relating to the professional services of the Subrecipient or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract.

BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

T.A. Alviso 9/19/22

CEO Date

CAREER PATH SERVICES

Cami Eakins 9/12/22

CEO Date

Received & Reviewed:

Chairman, Benton Co. Commissioners Date

Approved as to form:

Ryan K Brown 8/29/22

Benton Co. Deputy Prosecuting Attorney Date

Chairman, Franklin Co. Commissioners Date

Franklin Co. Deputy Prosecuting Attorney Date

The Benton-Franklin Workforce Development Council, TC Futures, and WorkSource are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711

Workforce Innovation and Opportunity Act (WIOA) Services for Out-of-School Youth

A. OVERVIEW

WIOA Title I-B Out-of-School Youth (OSY) program provides a comprehensive array of services to assist youth and young adults, ages 16-24, with one or more barriers to employment, prepare for post-secondary education and employment opportunities, attaining educational and/or skills training credentials, and secure employment with career/promotion opportunities.

The Benton-Franklin Workforce Development Council (BFWDC) WIOA Title I-B OSY Program operates at the specialty center, Tri-Cities Futures (TC Futures), near WorkSource Columbia Basin (WSCB). Career Path Services, hereinafter referred to as the "Subrecipient," delivers WIOA Title I-B OSY services to customers utilizing a combination of virtual or in-person services to align with the vision and mission of TC Futures and the Benton-Franklin Workforce Development Council's (BFWDC) Strategic Plan. Services are delivered through trained, competent staff with the skills, knowledge, and attitudes that are fundamental to all levels of customer service.

B. TC FUTURES MISSION, VISION, AND GOALS

Mission: Transforming the futures of youth and young adults through inclusive access to equitable and holistic services.

Vision: A center for youth and young adults to access comprehensive services and connections that lead to viable education and employment opportunities.

Goals:

1. Expand community reach and visibility within the community
2. Be responsive to Basic Needs for the health of well-being of youth and young adults in the community
3. Reduce year-over-year dropout rates
4. Decrease youth and young adult unemployment rates
5. Increase participation and completion of meaningful credentials, such as but not limited to General Education Development (GED), Certifications, and Degrees

C. TC FUTURES SHARED RESPONSIBILITIES

The Subrecipient shall invest in an integrated system that shares common goals to deliver a seamless customer experience. The Subrecipient shall work with partners to meet the needs of customers and share the responsibility for moving the youth specialty center towards service delivery excellence by providing the following services:

Resource Services

The Benton-Franklin Workforce Development Council, TC Futures, and WorkSource are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711

Resource services are critical services that set the tone for each customer visit. The TC Futures service delivery model utilizes a concierge-style approach that guides customers as they choose from an extensive menu of services. The Subrecipient shall provide staff to work in the resource area to deliver the full range of services needed to help customers obtain and retain employment. The Subrecipient shall provide resources that include, but are not limited to:

- A warm welcome to customers entering the specialty center;
- Initial assessment of the customer's skills, education, and career objectives to determine the customer's needs and next steps;
- An orientation to TC Futures center, including educating and referring customers to services, referrals to workshops, and general labor market information;
- Assistance navigating the WorkSourceWA.com website to access job search tools and resources, career opportunities, build a resume, learn about occupations in demand, and research training opportunities;
- Access to Unemployment Insurance information;
- Assistance with job search, LinkedIn Learning, resume critiques, mock interviews, completing online applications and employment referrals;
- Translation and interpretive services as needed;
- Assistance with computers, scanners, and assistive technology;
- Referrals to job fairs, hiring events, and informational events and instructions on how to register;
- Career training information and referrals to appropriate programs; and
- Inform veterans and eligible spouses of their rights under Veterans Priority of Service.

Work-Readiness Workshops and/or Webinars Facilitation

Subrecipient shall share the responsibility of facilitating high-quality and interactive work-readiness workshops and/or webinars to youth.

Ongoing Staff Development and Cross-Training

The Subrecipient shall ensure staff participates in ongoing staff development and workgroups to discuss the shared design of services, action planning, and analysis of progress.

Subrecipient staff shall work within established TC Futures policies, procedures, and the BFWDC-approved Covid-19 Plan to provide quality services to job seekers and business customers.

D. PROGRAM ACCESSIBILITY

All WIOA Title I-B financially assisted programs and activities must be programmatically accessible.

Subrecipient shall provide reasonable accommodations for individuals with disabilities, including:

- Make reasonable modifications to policies, practices, and procedures to administer programs in the most integrated setting appropriate;
- Communicate with individuals with disabilities as effectively as with others; and

- Provide appropriate auxiliary aids or services, including assistive technology devices and services, to afford individuals with disabilities an equal opportunity to participate.

TC Futures is committed to providing timely and meaningful access to services, programs, and activities to limited English proficient customers. The Subrecipient shall provide interpreters, translators, and other accommodations at no cost to customers. The Subrecipient shall recruit and retain 33% bilingual Spanish-speaking staff to ensure the Spanish-speaking population receives equal access to WIOA Title 1 youth program activities.

E. PROGRAM RECRUITMENT/TARGETED OUTREACH

Reaching priority populations, particularly those individuals with barriers to education and employment, must be a priority. The following populations have been designated for the workforce as populations with barriers to employment under WIOA- Black, Asian, Native Hawaiian, Compact of Free Association (COFA) nations, Pacific Islander communities, Latinos, LGBTQ communities, expectant persons, and veterans. The Subrecipient shall take WIOA Title I-B OSY services to priority populations through a broad-based, targeted affirmative outreach effort. Community outreach includes strong referral relationships with Educational Service District 123 (ESD123), WSCB partners, and community-based organizations. The Subrecipient shall reach further into the community by utilizing a combination of social media, Flash Alerts News, newsletters, flyers, emails, and GovDelivery. Recruitment for youth and young adults shall include conducting informational orientations to provide an initial overview of program services and eligibility requirements. See WIN 0128 Gubernatorial designation of additional populations with barriers to employment under WIOA.

F. ELIGIBILITY DETERMINATION AND PRIORITY REQUIREMENTS

Individualized career services require eligibility determination and registration into the WIOA Title I-B OSY Program. The Subrecipient shall conduct intake and require 100% eligibility verification documentation to be reviewed and approved by a supervisor or designee.

The Subrecipient shall determine WIOA Title I-B OSY Program eligibility compliance with WIOA Section 129 (a) (C), local BFWDC WIOA Policy #2015-01 Eligibility, and WorkSource Information Notice (WIN) 0109, which authorizes temporary flexibility with WIOA Title I-B verbal self-attestation and remote eligibility documentation and registration requirements during the COVID-19 emergency, and ensure the customer is:

- U.S. citizen or otherwise legally entitled to work in the U.S.;
- Not attending school as defined by state law under RCW 28.1.175.100;
- Age 16 through 24;
- Selective Service Registration (males who are 18 or older and born on or after January 1, 1960), unless an exception is justified; **and**
- Meet one or more of the following:

Category 1	A school dropout per WIOA Section 3(54)
Category 2	A youth who is within the age of compulsory school attendance (for the purpose of WIOA, that encompasses 16-17 years old) but has not attended school for at least the most recent complete school year calendar quarter
Category 3	A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is basic skills deficient or an English language learner as defined in 2015-01 Eligibility Policy
Category 4	An individual who is subject to the juvenile or adult justice system
Category 5	A homeless individual (as defined in Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), or a runaway
Category 6	An individual in foster care or has aged out of the foster care system or who has attained the age of 16 years of age and left foster care for kinship guardianship or adoption; a child eligible for assistance under Section 477 of the Social Security Act (42 U.S.C. 677) or in an out of home placement
Category 7	An individual who is pregnant or parenting
Category 8	A youth who is an individual with a disability
Category 9	A low-income individual who requires additional assistance to enter or complete an educational program or to secure employment and meets one or more of the following categories: • Immigrant or refugee • Migrant family or migrant/seasonal farmworker status • Gang involved/affiliated/affected • Substance abuse (Personal/Family) • Victim of domestic violence/Sexual or child abuse • Lacking stable/affordable housing • Lacking a significant or positive work history • Residing in an area with high rates of poverty or crime • Family history of chronic unemployment • Individuals as the Governor determines to have barriers to employment

Priority of Service

- Eligible veterans or spouses shall be entitled to enroll for services before eligible non-covered persons.
- WIOA Section 134 (c)(3)(E) states that priority for individualized career services and training services must be given to recipients of public assistance, other low-income

individuals, and individuals who are basic skills deficient.

- The Subrecipient shall follow BFWDC WIOA Eligibility Policy #2015-01 when determining eligibility.

Underemployed Workers

Subrecipient shall also prioritize serving unemployed youth with one or more barriers to employment, prepare for post-secondary education and employment opportunities, attaining educational and/or skills training credentials, and secure employment with career/promotion opportunities. Serving underemployed youth shall not exceed 10% of the total youth served during PY22. Underemployed workers are defined in TEGL 19-16.

G. OBJECTIVE ASSESSMENT

To be enrolled in the WIOA Title I-B OSY program, the customer must receive an objective assessment. The objective assessment is a crucial tool used to gather information about the participant's basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, developmental needs, and strengths. The Subrecipient shall use this information to identify the appropriate combination of services the participant needs to work towards a career pathway to develop an Individual Service Strategy (ISS). The objective assessment shall be an ongoing process to enable the Subrecipient to evaluate how effective services are in meeting needs and ensuring flexibility in adapting service delivery strategies to youth's needs and employment goals.

H. INDIVIDUAL SERVICE STRATEGY (ISS) PLAN

The ISS begins with an interactive discussion between the participant and Subrecipient, resulting in a mutually developed plan. The Subrecipient shall develop an ISS for each eligible participant based on the results of an objective assessment. The ISS must be directly linked to one (1) or more of the WIOA OSY Performance Measures mentioned on page 14 of this document and identify career pathways that include:

- Education and employment goals (including, in appropriate circumstances, nontraditional employment):
- Appropriate achievement objectives; and
- Appropriate services for the participant considering the results of the objective Assessment.

Subrecipient shall develop the ISS with the participant, and case notes shall document the ongoing services provided, participant's progress, activities completed, benchmark reached, and any other accomplishments. The Subrecipient shall follow the local Benton-Franklin Workforce Development Council (BFWDC) WIOA Individual Service Strategy Plan Policy #2015-19.

I. 14 PROGRAM ELEMENTS

The WIOA Title I-B OSY Program can help to reduce community violence by providing the following wrap-around services to at-risk participants. Along with intake, eligibility, objective assessment, and development of ISS, the Subrecipient shall make each of the following services available to eligible participants:

1. **Tutoring –** Provide study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to the completion of the requirements for a secondary school diploma or its equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or a recognized post-secondary credential. Tutoring services shall focus on:
   - providing academic support;
   - helping youth identify areas of academic concern;
   - assisting with overcoming learning obstacles; and
   - providing tools and resources to develop learning strategies; and
   - study skills training, and instruction provided one-on-one, in a group setting, through resources and workshops.

2. **Alternative Secondary School Services, or Dropout Recovery Services –** Assist youth who have struggled in traditional secondary education by utilizing basic education skills training, individualized academic instruction, English as a Second Language training, counseling, and educational plan development.

   For Dropout Recovery Services, assist youth who have dropped out of school with credit recovery, counseling, and educational plan development. While such activities may overlap, each helps youth to re-engage and continue in education that leads to the completion of a recognized high school equivalent.

   When a participant between the ages of 16-20 has determined that a General Equivalency Diploma (GED) is the best educational option, the Subrecipient shall immediately connect the participant to the Open Doors High School Re-engagement program to ensure other community resources are utilized before using WIOA financial resources. Subrecipients shall provide participants with wrap-around support services to help them achieve their secondary completion goals and successfully navigate the transition to post-secondary education and/or employment. The Subrecipient shall thoroughly document the case for OSY designation when youth participants in dropout re-engagement programs are enrolled in school.

3. **Paid and Unpaid Work Experience** - Enhance the employability of a participant who has limited work history by providing short-term work experiences to develop good work habits and build work skills to demonstrate they can do a job. Paid and Unpaid Work Experiences help the participant gain experience in their area of interest, obtain a letter of recommendation, create networking opportunities, and boost their resume with real-world

job-specific skills. The Subrecipient shall follow local BFWDC WIOA Work Experience Policy #2015-06 when establishing a WEX for a participant. Below are the types of Work Experiences:

- Paid and Unpaid Work Experience with Academic/Education Component-**Internships or employment opportunities;**
- Paid and Unpaid Work Experience with Academic/Education Component-**Job Shadowing; On-the-Job Training Opportunities;**
- Paid and Unpaid Work Experience with Academic/Education Component-**On-the-Job Training Opportunities;**
- Paid and Unpaid Work Experience with Academic/Education Component-**Pre-Apprenticeship Programs;**

At least 20 percent of local youth formula funds must be used for paid and unpaid work experiences. Subrecipient must track program funds spent on paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of the BFWDC WIOA youth financial reporting. Leveraged resources do not count toward the expenditure requirement.

4. **Occupational Skills Training –** Participants interested in improving their vocational skills or gaining occupational certificates shall be provided training opportunities targeting growth industries. The Subrecipient shall utilize Individual Training Accounts (ITA) to provide participants with specialized training services through state-approved training providers listed on the Washington State Eligible Training Provider List (ETPL). ITA's shall be designed to provide education and skills to participants in need of training to prepare them for employment.

   The Subrecipient shall maximize customer choice when selecting an eligible provider for training, per 20 CFR 680.340. The Subrecipient shall work with participants to develop training plans that leverage outside resources, including but not limited to Worker Retraining, PELL Grants, Scholarships, and Commissioner Approved Training. Training plans are driven by labor market demand and lead to a clear path to employment. The ISS and associated ITA shall reflect combined resources from various funding sources applied to a participant's plan and specific WIOA dollars needed to achieve goals. There is a local lifetime limit lifetime ITA limit of $7,000 per participant. The Subrecipient shall follow local BFWDC WIOA Policy #2015-04 Individual Training Accounts when providing this training service.

   Standardized basic skills assessments are utilized before the expenditure of training funds to assure limited program dollars target the best outcomes for participants. The Subrecipient shall use assessment tools approved by the BFWDC to identify a participant's current skills and areas in need of improvement and determine remediation needs before establishing an ITA. To enhance alignment across partner programs, using previous assessments from other

education or training programs is allowed for determining appropriate career and training services. The Subrecipient shall follow local BFWDC WIOA Assessment Policy #2015-09.

5. **Education Offered Concurrently with Workforce Preparation and Occupational Training**- The Subrecipient shall ensure that education is offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

6. **Leadership Development Opportunities** - The Subrecipient shall encourage responsibility, confidence, employability, self-determination, and other positive social behaviors. Examples of leadership development include:
   - Exposure to post-secondary educational possibilities;
   - Community and service-learning projects;
   - Peer-centered activities including peer mentoring and tutoring;
   - Organizational and teamwork training, including team leadership training;
   - Training in decision making, including determining priorities; and
   - Citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources.

7. **Support Services –** Subrecipient shall enable participants to participate in WIOA program activities and transition to self-sufficiency. The Subrecipient shall use the self-sufficiency calculator to assist participants in budget planning to determine their needs to complete their training plan and job search successfully. The Subrecipient shall assist participants in identifying gaps and locating resources to close these gaps. All support services allowed by law shall be used to remove or neutralize barriers to participation and employment.

   If the Subrecipient cannot obtain supportive services through other programs or community resources, WIOA-funded supportive services may be used to assist participants. Supportive services can be used to purchase items and services related to employment, education, and training. Types of eligible supportive services include:
   - Linkages to community services;
   - Assistance with transportation;
   - Assistance with childcare and dependent care;
   - Assistance with housing;
   - Assistance with educational testing;
   - Reasonable accommodations for youth with disabilities;
   - Legal aid services;
   - Referrals to health care;
   - Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear;
   - Assistance with books, fees, school supplies, and other necessary items for students enrolled in post-secondary education classes; and

- Payments and fees for employment and training-related applications, tests, and certifications.

The Subrecipient shall provide support services to participants following local BFWDC WIOA Support Services Policy #2015-02.

8. **Adult Mentoring -** The Subrecipient shall connect participants to adult mentors that offer guidance, support, and encouragement to develop the competence and character of the youth. Workplace mentoring matches youth with an employer or employee of a company to provide:
   - At least 12 months of mentoring may take place both during the program and following exit from the program;
   - A formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee; and
   - Group mentoring activities and mentoring through electronic means are allowable as part of mentoring activities. At a minimum, the local youth program must match the youth with an individual mentor with whom the youth interacts on a face-to-face basis.

9. **Follow-up Services -** During the term of this agreement, the Subrecipient shall provide follow-up services to participants after the completion of participation in WIOA unless the participant declines to receive follow-up services or the participant cannot be located or contacted). Follow-up services are critical services provided following a participant's exit from the program to help ensure the participant is successful in employment and/or post-secondary education and training. Follow-up services shall include the following program elements:

   - Supportive services;
   - Adult mentoring;
   - Financial literacy education;
   - Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
   - Activities that help youth prepare for and transition to postsecondary education and training.

   The Subrecipient shall use the State's Management Information System (MIS), Efforts to Outcome (ETO), or its successor to record all follow-up services. The Subrecipient shall follow local BFWDC Youth Follow-up Service Policy #2015-15.

10. **Comprehensive Guidance and Counseling -** The Subrecipient shall provide individualized counseling to participants, refer them to partner programs, and coordinate with program partners to ensure continuity of services. These services shall include drug and alcohol abuse counseling, mental health counseling, and referral to partner programs, as appropriate.

11. **Financial Literacy Education -** The Subrecipient shall provide participants with the knowledge and skills they need to achieve long-term financial stability. The financial literacy education activities shall include the following:

    - Educate participants on how to create budgets, initiate checking and savings accounts at banks, and make informed financial decisions;
    - Teach participants to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;
    - Teach participants about the significance of credit reports and credit scores; what their rights are regarding their credit and financial information; how to determine the accuracy of a credit report and how to correct inaccuracies; and how to improve or maintain good credit;
    - Help participants understand, evaluate, and compare financial products, services, and opportunities and to make informed financial decisions;
    - Educate participants about identity theft, ways to protect themselves from identify theft, and how to resolve cases of identity theft and in other ways understand their rights and protections related to personal identity and financial data;
    - Support activities that address the particular financial literacy needs of non-English speakers, including providing support through the development and distribution of multilingual financial literacy and education materials;
    - Support activities that address the particular financial literacy needs of youth with disabilities, including connecting them to benefits planning and work incentives counseling;
    - Provide financial education that is age-appropriate, timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and
    - Implement other approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high-quality, age-appropriate, and relevant strategies and channels, including, where possible, timely and customized information, guidance, tools, and instruction.

12. **Entrepreneurial Skills Training –** Subrecipients shall help participants develop the skills associated with entrepreneurship, such as the ability to take the initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one's ideas. Examples of approaches to teaching entrepreneurial skills include:
    - Entrepreneurship education provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide youth through the development of a business plan and may include simulations of business start-up and operations;

- Enterprise development provides support and services that incubate and help youth develop their businesses. Enterprise development programs go beyond entrepreneurship education by helping youth access small loans or grants needed to begin business operations and by providing more individualized attention to the development of viable business ideas;
- Experiential programs that provide youth with experience in the day-to-day operation of a business. These programs may involve developing a youth-run business that young people participating in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with adult entrepreneurs in the community.

The Subrecipient shall comply with state statutes regarding self-employment assistance and entrepreneurial training, as reflected in RCW 50.62.030 (2). The Subrecipient shall notify all WIOA eligible participants of the availability of self-employment assistance and entrepreneurial training in their Workforce Development Area (WDA) and provide such assistance and training to those eligible individuals that request it. The Subrecipient shall follow local BFWDC WIOA Self-Employment Policy #2015-07 when assisting a participant with entrepreneurial training and self-employment.

13. **Services that Provide Labor Market and Employment Information -** The Subrecipient shall provide career awareness, career counseling, and career exploration services. Labor market information also identifies employment opportunities and provides knowledge of job market expectations, including education and skill requirements and potential earnings. User-friendly tools and applications are available on ESD Labor Market Information Website to provide labor market and career information to youth and shall be made available to help youth make appropriate decisions about education and careers.
    - **Career awareness** begins the process of developing knowledge of the variety of careers and occupations available, their skill requirements, working conditions and training prerequisites, and job opportunities across a wide range of industry sectors.
    - **Career counseling** or guidance provides advice and support in making decisions about what career paths to take. Career counseling services may include providing information about resume preparation, interview skills, potential opportunities for job shadowing, and the long-term benefits of post-secondary education and training (e.g., increased earning power and career mobility).

14. **Post-secondary Preparation and Transition Activities -** The Subrecipient shall help participants prepare for and transition to post-secondary education and training. These services shall include helping youth explore post-secondary education options, including technical training schools, community colleges, 4-year colleges and universities, and Registered Apprenticeship programs. Examples of other appropriate post-secondary preparation and transition activities include:
    - Exploring post-secondary education options;
    - Assisting youth to prepare for SAT/ACT testing;

- Assisting with college admission applications;
- Searching and applying for scholarships and grants;
- Filling out the proper Financial Aid applications and adhering to changing guidelines;
- Connecting youth to post-secondary education programs.

See TEN 18-21 Adult and Youth Workforce Development Programs' Role in Supporting Community Violence Interventions (CVI) for more information and ways to support CVI strategies.

J. APPRENTICESHIPS

The Subrecipient shall partner with local labor organizations to refer and encourage program participants to explore "pre-apprenticeship" programs. Several trades' apprenticeship programs have prerequisites to enter the program, which include educational skills criteria. The Subrecipient shall ensure participants are exposed to basic skills remediation, GED attainment, and required academic education so that they can be considered for apprenticeship training.

K. CASE NOTES

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each participant by the Subrecipient. The Subrecipient shall record case notes into Washington State's MIS to provide evidence of services and activities provided to participants while enrolled in WIOA activities and support compliance with federal, state, and local policies. The Subrecipient shall follow local BFWDC WIOA Case Notes Policy #2015-14.

L. REFERRAL PROCESS

Subrecipient shall be responsible for assuring that effective, customer-friendly referrals occur between TC Futures staff and community partners. To achieve seamless, efficient, and customer-focused services:

- Customers seeking services shall be assessed for interests and needs and provided information on the full range of services available at TC Futures;
- Customer referrals to partners at TC Futures shall be facilitated in person, by phone, written, or electronic means;
- Customer referral information shall be recorded in the State's MIS to ensure that the referral is maintained as part of the customer's permanent services history. Documentation includes:
    - Identified customer needs/basis for referral (what factors prompted the staff person to initiate the referral, customer circumstances/needs).
    - Date of referral.
    - Agency acceptance of referral/date of the planned meeting with customers.

- Referral outcome and/or next steps.

M. CO-ENROLLMENT BETWEEN CONTRACTS

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden services and placement support needs. The Subrecipient shall justify and document the customer's need and the services contemplated before co-enrollment is allowed. No duplication of services is allowed. The customer must have a clear understanding of the programs in which they are participating. The Subrecipient shall use case notes to document the separation of services.

N. EXPAND PARTNERSHIPS

The Subrecipient shall work with the Business Service Team located at WSCB to increase business engagement, expand outreach efforts, and ensure employers can access a qualified applicant pool to meet their workforce demands. Under WIOA, employers are primary customers. The Subrecipient shall keep up-to-date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill demand occupations.

The Subrecipient shall engage employers, business associations, secondary and post-secondary education partners, private training providers, apprenticeship programs, chambers of commerce, community partners, and other workforce and economic development groups to supply the talent businesses need. These relationships will enable the Subrecipient to identify candidates who can become job-ready through Work-Based Learning (WBL) or short-term training.

Employer involvement includes speaking to trainees to bring industry-based rigor and relevance to the learning process. The Subrecipient shall gain traction in requesting employers open their doors to provide company tours, job shadows, interviews, job search coaching, internships, and jobs. The Subrecipient shall facilitate these interactions between employers and customers to meet employer staffing needs and fulfill our customer's goal of family-supporting employment.

O. MANAGEMENT INFORMATION SYSTEM RESPONSIBILITIES

The Subrecipient shall upload all WIOA program participant documentation and accurately record participant demographics, services provided, and outcomes of services into the Washington State MIS, Efforts to Outcomes (ETO), or its successor. Services entered in the MIS must be recorded in a timely manner and align with the services defined in the WorkSource Service Catalog. The Subrecipient shall use case notes to support the demographics, services, and outcomes recorded in MIS.

The Subrecipient shall:

- Identify MIS user(s) as subject matter expert(s) for program-specific training for staff.
- Assigned at least one MIS user to participate in regularly scheduled Training Twelve (12) Meetings to disseminate updates on MIS changes and improvements to WIOA program

system users. Requests to be added to the Information Technology Service Delivery (ITSD) Training Team's distribution list must be sent to esdgpWSSteam@esd.wa.gov

P. BFWDC AND WORKFORCE PROFESSIONALS CENTER WEBSITES

The Subrecipient shall ensure youth program staff read, understand, and are knowledgeable in BFWDC policies, program notices, state policies, and state guidance such as WorkSource Information Notices (WIN), Training, and Employment Guidance Letters (TEGL), and Training and Employment Notices (TEN)).

BFWDC policies can be found in the policy section of the BFWDC website, and state policies and guidance can be found on the Workforce Professionals Center website.

Q. MINIMUM SPENDING LEVELS

The Subrecipient shall expend a minimum of 90% of the contract budget as referenced in Exhibit E.

R. WIOA OSY PERFORMANCE MEASURES

The Subrecipient shall meet and is encouraged to exceed the BFWDC's performance measures for Program Year 2022 set forth below.

Employment Rate 2nd Quarter After Exit– 63.0%

The percentage of OSY program participants who are in unsubsidized employment during the second quarter after exit from the program shall be 63.0% or greater.

Calculation Methodology: The number of OSY participants who exited during the program year who:

1. Are identified as employed (using, for example, an Unemployment Insurance (UI) wage record match, Federal or military employment records, or supplemental wage information), in the second quarter after exit; **divided by**
2. The number of OSY participants who exited during the program year.

Employment Rate 4th Quarter After Exit – 64.0%

The percentage of OSY program participants who are in unsubsidized employment during the fourth quarter after exit from the program shall be 64.0% or greater.

Calculation Methodology: The number of OSY program participants who exited during the program year who:

1. Are identified as employed (using, for example, a UI wage record match, Federal or military employment records, or supplemental wage information), in the fourth quarter after exit; **divided by**

2. The number of OSY program participants who exited during the program year.

Median Earnings 2nd Quarter after Exit - $4,089.00
The total quarterly earnings for all participants employed in the second quarter after exit shall be determined by either direct wage record match or supplemental wage information. The collected quarterly wage information values shall be listed in order, from the lowest to the highest value. The median earnings value shall be at least $4,089.00

Credential Attainment Rate 2nd Quarter After Exit – 73.0%
The percentage of OSY program participants enrolled in an education or training program who attained a recognized post-secondary credential or secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program shall be 73.0% or greater.

Calculation Methodology: The number of OSY participants who exited during the reporting period who:

1. Obtained a recognized post-secondary credential during program participation or within one year after exit; **or**
2. Were in a secondary education program and obtained a secondary school diploma or its recognized equivalent during program participation or within one year after exit **and** were also employed, or in an education or training program leading to a recognized post-secondary credential within one year after exit; **divided by**
3. The number of participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who exited during the reporting period.

Measurable Skill Gains Indicator – 50%
The percentage of youth program participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving documented academic, technical, occupational, or other forms of progress, towards such a credential or employment shall be 50% or greater.

Calculation Methodology: The number of youth program participants during the reporting period who:

1. Are in an education or training program that leads to a recognized post-secondary credential or employment **and** is achieving measurable skill gains based on attainment of at least one gain; **divided by**
2. The number of program participants during the reporting period who are in an education or training program that leads to a recognized post-secondary credential or employment.

S. TRAINING GOALS

The desired outcome is to meet these totals on a quarterly basis. Although 197 participants are required to be served in the program and receive services, only 89 or more are required to receive training services. The nature of the training services required to be offered is set forth below.

PY22 Youth Training Services Quarterly Targets (Cumulative Totals)				
	9-2022	12-2022	3-2023	6-2023
Individual Training Account (ITA)	4	10	15	20
On-the-Job Training (OJT)	1	2	3	4
Work Experience (WEX)	9	17	26	35
General Equivalency Diploma (GED)	6	12	18	30
Total Training Services	20	41	62	89

T. ENROLLMENTS AND EXITS

The Subrecipient is required to meet the following annual totals for enrollments and exits. The desired outcome is to meet these totals on a quarterly basis. The Subrecipient shall provide monthly performance reporting, which identifies progress toward attainment of performance measures related to negotiated enrollments and exits.

PY22 Youth Enrollment & Exit Quarterly Targets (Cumulative Totals)				
	9-2022	12-2022	3-2023	6-2023
Carry-in Registrations	80	80	80	80
New Registrations	30	60	90	117
Total Registrations	110	140	170	197
Total Employed at Exit	24	51	78	111
Total Post-Secondary Exits	3	3	3	9
Total Exits	27	54	81	120

GENERAL TERMS AND CONDITIONS
for
Contracts
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1 INTRODUCTION

1.1 Scope

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Benton-Franklin Workforce Development Council (BFWDC) under Title I-B of the Workforce Innovation and Opportunity Act is subject to.

1.2 Definitions

"BFWDC" shall mean Benton-Franklin Workforce Development Council or the local workforce development board for WDA 11.

"Contractor" shall mean any entity receiving funding under this Contract for the purpose of providing goods or services that are not related to the carrying out of this Contract.

"DOL" shall mean the United States Department of Labor.

"EO Officer" shall mean the Equal Opportunity Officer of the BFWDC.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Materials" shall mean 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.

"Negotiated Indirect Cost Rate" shall mean the Subrecipient's maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Subrecipient receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"State-Level EO Officer" shall mean the Equal Opportunity Officer of who reports to the Governor or their designee and is responsible for State Program-wide coordination of compliance with the equal opportunity and nondiscrimination requirements in WIOA and 29 CFR Part 38.

"Subrecipient" shall mean any non-federal entity that receives funding from the BFWDC to carry out any part of this Contract, including, but not limited to, any non-federal entity that receives funding from the BFWDC to be a One-Stop Operator.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

1.3 Applicable Laws

Throughout the term of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128 (WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I-B and WorkSource System Policies.

1.4 Assignment and Delegation

The work to be provided under this Contract 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.

1.5 Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington.

1.6 Modification

The BFWDC may unilaterally modify the terms of this Contract when such modifications are required by controlling law. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Contract.

This Contract 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.

1.7 Severability

The provisions of this Contract are intended to be severable. If any term or provision shall be held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

2 SUBAWARDS

In the event the Subrecipient disburses any funding from this Contract to a sub-contractor, the Subrecipient shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this Contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

3 ASSURANCES

The BFWDC and the Subrecipient agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Subrecipient shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I-B and WorkSource System Policies.

As a condition to the award of financial assistance from the Department of Labor under Title I-B of WIOA, the Subrecipient 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 award of federal financial assistance:

A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-B financially assisted program or activity;

B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the

basis of race, color, and national origin;

C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I-B financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-B financially assisted program or activity, and to all agreements, the Subrecipient makes to carry out the WIOA Title I-B financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

4 SUBRECIPIENT REGISTRATION

If applicable, the Subrecipient shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State, and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Subrecipient will provide the BFWDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Subrecipient's commencing services under this Contract.

5 CONFLICT OF INTEREST

5.1 Conflict of Interest

Subrecipient shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Subrecipient, its executive staff, and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for the award.

a. Individual;
b. Member of the immediate family;
c. Employing organization; or
d. Future employing organization.

A Subrecipient cannot be involved with decision making if there is a direct financial benefit to themselves or their immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Subrecipient must abide by WIOA Title I-B Policy 5405.

5.2 Code of Conduct

Subrecipient shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to all Subrecipient's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision-making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

5.3 Gifts

Gratuities in the form of entertainment, gifts, or otherwise offered by the Subrecipient, or an agent or representative of the Subrecipient to any officer or employee of the BFWDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination, will render this Contract voidable at the option of the BFWDC.

5.4 Public Service Ethics

Subrecipient shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

6 CONFLICTING PROVISIONS

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I-B and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

7 DEBARMENT AND SUSPENSION

Subrecipient must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Subrecipient must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Subrecipient must provide a signed statement, attached as Exhibit D to this Contract that it is complying with the requirements of this section.

8 DISPUTE RESOLUTION

8.1 Dispute Resolution

In the event a dispute arises out of this Contract between the BFWDC and the Subrecipient, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I-B Policy 5410 shall govern the dispute resolution and appeals process.

8.2 Venue

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

8.3 Fees and Costs

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

9 ACCESS AND MONITORING

9.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the BFWDC shall have 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. In addition, these entities shall have the right, subject to conformance with the Subrecipient's safety and security standards provided in advance to the BFWDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the

Subrecipient. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the BFWDC.

9.2 Audits

To the extent permitted by law, at any time during normal business hours and as often as the BFWDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the BFWDC deem necessary, the Subrecipient shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. The Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that sub-contractors also maintain records that are auditable. The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Subrecipient and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Subrecipient expends $750,000 or more during the Subrecipient's fiscal year of federal award money, Subrecipient must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

9.3 Records Storage

The Subrecipient shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Subrecipient shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

9.4 Contractor Application

Subrecipient shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with Contractors.

10 RECORDS

10.1 Protection of Confidential information

Subrecipient shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this Contract unless:

a. Related to the purpose of this Contract;
b. Required by law; or
c. Authorized by prior written approval of the person who is the subject of the confidential information.

Subrecipient shall maintain proper security measures to protect all confidential information.

10.2 Records Retention

The Subrecipient shall:

a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;
b. Retain records for non-expendable property for a period of three years after final disposition of the property;
c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than six years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of the resolution of the complaints;

e. Retain all records beyond the required six (6) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least six (6) years after the litigation, audit, or claim has been resolved;
f. Maintain records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of the resolution of the complaint; and
g. Comply with all other requirements of WIOA Title I-B Policy #5403, Revision 1 Records Retention and Public Access.

10.3 Safeguarding of Client Information

Without a prior written consent by the recipient or client or as otherwise required by law, Subrecipient shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Subrecipient's responsibilities under this Contract.

10.4 Procurement Records

Subrecipient must maintain records detailing the history of all purchasing and procurement in which funds from this Contract were used. This includes the rationale for the selected method of procurement, selection of contract type, the basis for contractor selection or rejection, and the basis for the contract price.

11 ENERGY AND POLICY CONSERVATION

The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12 ENVIRONMENTAL COMPLIANCE

If Subrecipient is receiving over $100,000 in federal grants under this Contract, the Subrecipient shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

13 FUNDING

13.1 Funding Provided

Funding made available through this Contract is limited to the funding expressly provided in this Contract. Subrecipient will use the funding provided in this Contract only on allowable costs. The BFWDC will honor all allowable costs submitted within the funding period if funding is available.

13.2 Profit

Any profit generated by funds made available under this Contract must be used or returned to the BFWDC in accordance with WIOA Title I-B Policy #5220.

13.3 Recapture

Funding provided in this Contract is subject to recapture under WIOA Title I-B Policy #5275.

13.4 Indirect Cost Rate

Subrecipient shall not spend funding obtained either through this Contract or any other WIOA Contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

13.5 Transfer of Funding

Subrecipient may apply to the BFWDC WIOA Workforce Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Subrecipient must obtain prior written approval from the BFWDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I-B Policy #5401.

13.6 Repayment of Disallowed Costs

Subrecipient may be required to repay the BFWDC for any costs that are determined by the BFWDC to be a disallowable costs.

14 CONFERENCES AND MEETINGS

14.1 Approval

Conferences sponsored in whole or in part by the Subrecipient using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipient must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

14.2 Executive Branch Meetings

The Subrecipient must not use any funds from this Contract for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose of this Contract. No funds from this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

14.3 Hotel-Motel Fire Safety Act

Pursuant to 15 U.S.C 2225(a), Subrecipient must ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with funds from this Contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

15 SUBRECIPIENT STAFFING AND WORKPLACE

15.1 Drug-Free Workplace

Subrecipient and any sub-contractors must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing, and distribution of drug free workplace statements and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I-B recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

15.2 Licensing

Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Contract.

15.3 Salary and Bonus Limitations

No funds received under this Contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

15.4 Taxes

Subrecipient shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Subrecipient staff.

15.5 Motor Vehicle Safety Policies

Subrecipient is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

15.6 Wages and Hours

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Subrecipients in excess of $2000, and in excess of $2500 for other contracts which

involve the employment of mechanics or laborers.) Any wages paid by Subrecipient using funds from this Contract shall be reasonable, necessary, and allocable for the performance of this Contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this Contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through the statewide workforce delivery system.

16 INSURANCE AND BONDING

16.1 Bonding

The Subrecipient shall ensure that:

a. Subrecipient has purchased fidelity bonding to protect against the risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
b. Fidelity bonding secured pursuant to this Contract must have coverage of $100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
c. If requested, the Subrecipient will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

16.2 Business Auto Policy

The Subrecipient shall maintain automobile liability insurance, with a minimum limit of $1,000,000, when vehicles owned or leased by the Subrecipient or its employees, sub-contractors, or volunteers are used to providing services in the performance of this Contract.

16.3 Commercial General Liability Insurance

The Subrecipient shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage, and contractual liability with the following minimum limit: Each Occurrence - $1,000,000; General Aggregate - $2,000,000.

16.4 Industrial Insurance Coverage

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BFWDC may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund.

The BFWDC may:

a. Deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by Agency under this Contract; and
b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Subrecipient.

16.5 Professional Liability Insurance

The Subrecipient shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: $300,000 per incident, loss, or person. The Subrecipient shall ensure employees and any sub-contractors are covered by professional liability insurance.

16.6 Additional Provisions

16.6.1 Excess Coverage

The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified.

16.6.2 Identification

All insurance policies shall reference this Contract.

16.6.3 Insurance Carrier Rating

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII, or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

16.6.4 Material Changes

The BFWDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.

16.6.5 Self-Insured

If self-insured, the Subrecipient warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Subrecipient's Risk Officer or appropriate individual will provide the BFWDC evidence of such insurance. If requested, the Subrecipient will provide the BFWDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the agreement.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Federal Requirements

The Federal Government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Contract, including a sub-contract; and ii) any rights of copyright to which the Subrecipient, or a sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities. If applicable, the following needs to be on all products developed in whole or in part with contract funds: "This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the Subrecipient and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, the accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

17.2 Ownership of Materials

Unless otherwise provided, and subject to the other requirements listed in this Contract, Subrecipient shall retain ownership of all material it creates using funds from this Contract.

17.3 Licensing of Materials.

Subrecipient shall license to the public all Materials created or modified using funds from this Contract under the Creative Commons Attribution License. For Materials created using funds from this Contract, or that were developed using WIA or WIOA funding, Subrecipient hereby grants to the BFWDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that the Subrecipient has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the BFWDC.

18 INTERNAL CONTROLS

Subrecipient must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the BFWDC or the Subrecipient considers to be sensitive, consistent with applicable Federal, State, and local privacy and confidentiality laws.

These internal controls must include assurance that the Subrecipient is:

a. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract;
b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this Contract; and
d. Taking prompt action when instances of noncompliance are identified.

19 LIMITATIONS ON CONSTRUCTION AND REPAIR

19.1 Copeland Anti-Kickback Act

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

19.2 Davis-Bacon Act

The Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of $2,000.

19.3 Flood Insurance

No funds obtained through this Contract may be used to acquire, modernize, or construct property in identified flood-prone communities unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

19.4 Funding for Construction

Unless specified otherwise in this Contract, Subrecipient shall not spend any funds from this Contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this Contract must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191.

19.5 Religious Construction

Subrecipient shall not use any funds made available through this Contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by the organization providing services to WIOA participants may be allowed.

20 LIMITATIONS ON FUNDING PROVIDED

20.1 ACORN Prohibition

No funds made available under this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

20.2 Business Relocation

No funds obtained through this Contract may be used to (1) Encourage or induce any business or part of a business to relocate from any location in the United States if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

20.3 Religious Activity Trainings

Subrecipient shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Contract may be used to employ or train participants in religious activities.

20.4 Health Benefits Coverage

The Subrecipient shall ensure that the use of funds obtained through this Contract used for Health Benefits coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

20.5 Trafficking in Persons

No funds obtained through this Contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at http://doleta.gov/grants/resources.cfm.

21 LOBBYING

21.1 Restrictions on Lobbying

Subrecipient shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Subrecipient shall also make available upon request required disclosure information if the Subrecipient participates in lobbying activities during the contract period.

21.2 Certification

Subrecipient shall provide, in Exhibit C to this Contract, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

21.3 Publicity

No funds provided under this Contract shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or the local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of the legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

22 NONDISCRIMINATION

Subrecipient shall comply with all nondiscrimination requirements listed in this Contract, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

The Subrecipient must not discriminate in any of the following areas:

a. Deciding who will be admitted, or have access, to any WIOA Title I-B financially assisted program or activity;
b. Providing opportunities in, or treating any person with regard to, such a program or activity; or
c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The Subrecipient also ensures that it will comply with 29 CFR Part 38; including the Nondiscrimination Plan developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

22.1 Discrimination

No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-B financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-B financially assisted program or activity.

22.2 Program Participation

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Secretary of Homeland Security to work in the United States.

22.3 Notification

The Subrecipient shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the subrecipient's website; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's electronic and paper files. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Subrecipient shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I-B financially assisted programs or activities.

"WorkSource is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711"

"TC Futures is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. WA Relay Service: 711"

22.4 Reporting

The Subrecipient shall promptly notify the BFWDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex, sexual orientation, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-B financially assisted program or activity. The BFWDC EO Officer will notify the State-Level EO Officer; Director of Employment Security Department (ESD); Commissioner of ESD and

the Civil Rights Center (CRC).

23 PERFORMANCE STANDARDS

Subrecipient shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to tracking, recording, and reporting on their performance accountability measures. Subrecipient must also enter all necessary data for federal reporting and performance accountability measures into the State's Management Information System (MIS), currently Efforts to Outcomes Case Management System or its successor.

24 PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

25 PURCHASING AND CONTRACTING REQUIREMENTS

25.1 Buy American Act

Purchases made under this Contract using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in the final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this Contract.

25.2 Procurement Requirements

All purchasing of goods and services by Subrecipient using funds made available through this Contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
b. Complying with competition requirements of 2 CFR 200.319;
c. Following the proper method of procurement as identified in 2 CRF 200.320, including but not limited to following the simplified acquisition threshold;
d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Subrecipient is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to

any agreements with the authority responsible for collecting the tax liability.

25.5 Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under this Contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

25.6 Oversight

Subrecipient must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

25.7 Equipment and Supplies

25.7.1 Acquisition

Subrecipient must receive prior approval from the BFWDC for the purchase of any equipment with a per unit acquisition cost of $5,000 or more, and useful life of more than one year using funds obtained through this Contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This Contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

25.7.2 Equipment Management

All equipment purchased with funds obtained through this Contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes a description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting an inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment by federal and state law.

25.7.3 Supplies

Title to Supplies acquired with funding provided under this Contract shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding $5000 in value at the time of completion of this Contract must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

25.8 Recovered Materials

Purchases made pursuant to this Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over $10,000 to contain the highest percentage of recovered materials while maintaining a satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

26 RELATIONSHIP OF THE PARTIES

26.1 Independent Contractor

The parties intend that an independent Contractor relationship will be created by this Contract. The Subrecipient and his or her employees or agents performing under this Contract are not employees or agents of the BFWDC. The Subrecipient will not hold himself/herself out as, nor claim to be an officer or employee of, the BFWDC by reason hereof, nor will the Subrecipient make any claim of right, privilege, or benefit which would accrue to such employee under the law. Conduct and control of the work will be solely with the Subrecipient.

26.2 Indemnification

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this Contract shall be responsible for the acts and/or

omissions of entities or individuals not a party to this Contract. In the case of negligence of both the BFWDC and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

27 REPORTING

27.1 Payment Requests

All payments to the Subrecipient shall be for the reimbursement of costs incurred by the Subrecipient and shall not exceed the total amount set forth in the budget attached. All payment requests shall be submitted in a timely manner and in accordance with the BFWDC requirements and procedures governing reimbursements. The BFWDC has the right to require the submission of supporting documentation, including invoices and proof of payment, prior to a Subrecipient's reimbursement request. The Subrecipient shall expend a minimum of 90% of the contract budget submitted to the BFWDC by the Subrecipient.

27.2 Closeout

Subrecipient shall comply with WIOA Title I-B Policy #5245 regarding the closeout of this Contract. This includes, but is not limited to, completing a formal closeout within forty-five (45) calendar days, or as otherwise instructed, after the end of this Contract, or when the funding is fully utilized, whichever comes first.

27.3 Monthly Reports

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Office Manager. These reports must comply with WIOA Title I-B Policy #5240.

27.4 Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Contract must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise."

27.5 Cost Rates

Subrecipient must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Subrecipient must submit to the ESD Budget Office upon contract execution either a rate negotiated between the pass-through entity and the subrecipient, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

28 MILITARY SELECTIVE SERVICE

Subrecipient shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

29 VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Subrecipient to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a Subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the Subrecipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's

eligibility requirements. Subrecipient must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

30 VIOLATIONS OF PRIVACY ACT

No funds made available under this Contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

31 USE OF NAME PROHIBITED

The Subrecipient shall not in any way contract on behalf of or in the name of the BFWDC.

32 USE OF STATE RESOURCES

Subrecipient and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

33 WAIVER

A failure by the BFWDC to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the BFWDC and attached to the original Contract.

34 MILEAGE

The Subrecipient shall check the mileage rates annually at www.gsa.gov/mileage to ensure compliance. Rates are updated annually on January 1st.

35 DELIVERY OF SERVICES

The Subrecipient agrees to deliver the quality, quantity, and type of services as specified in the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BFWDC. The Subrecipient agrees to provide services associated with this contract in a manner that supports the visions of the one-stop service delivery system.

EXHIBIT C

Certification Regarding Lobbying

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (i.e., the Subrecipient signatory) certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Cami Eakins	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Career Path Services	9/12/22

EXHIBIT D

Certification Regarding Debarment and Suspension

APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Subrecipient signatory) certifies, to the best of their knowledge and belief, that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,

   D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause ordefault.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, the such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Carmi Eckins	CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED 9/12/22

EXHIBIT E
OSY BUDGET

SUBRECIPIENT: **Career Path Services**
PROGRAM TITLE: **Out-of-School Youth**
PROGRAM YEAR: **PY22**

EFFECTIVE DATE: **7/1/2022**

Budget Line Item	Total
Salaries & Benefits	$ 316,734
Other Direct Costs	$ 20,109
Direct Participant Costs	$ 217,587
Indirect Costs	$ 114,024
Total	$ 668,455

Note: The Subrecipient shall expend a minimum of 90% of the contract budget.

Exhibit F

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046,
Olympia, WA 98507-9046

EQUAL OPPORTUNITY IS THE LAW

29 CFR Part 37.30

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within one hundred eighty (180) days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until ninety (90) days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty
(120) days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within thirty (30) days of the date on which you received the Notice of Final Action.

ADDITIONAL TERMS AND CONDITIONS

for

AGREEMENTS

under

THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. TERMINATION AND SUSPENSION

The rights and remedies of the Benton Franklin Workforce Development Council (BFWDC) provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

1.1. Termination or Suspension for Cause

In the event that the BFWDC determines the Subrecipient has breached any of its obligations here under and fails to cure the breach within ten (10) days of written notice to do so by the BFWDC, the BFWDC may immediately terminate this Agreement by so notifying the Subrecipient, in which case the BFWDC shall pay the Subrecipient only for the costs of services accepted by the BFWDC per this Agreement. In the event of termination or suspension with an opportunity to cure, the Subrecipient shall not obligate any additional funds under this Agreement during the cure period, and Subrecipient shall bear all costs and expenses incurred by BFWDC in completing the work and all damages incurred by reason of Subrecipient's breach.

During the cure period, BFWDC reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by BFWDC to terminate this Agreement.

BFWDC reserves the right to immediately suspend all, or part of, this Agreement, and to withhold further payments or to prohibit the subrecipient from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance, or nonfeasance has occurred on the part of the Subrecipient under this Agreement.

1.2. Termination for Convenience

The BFWDC may terminate this Agreement in whole or in part whenever the BFWDC determines, in its sole discretion, that such termination is in the best interest of the BFWDC. In such case, the BFWDC may terminate this Agreement effective thirty (30) days after the date of mailing written notice to the Subrecipient. In that event the BFWDC shall pay the Subrecipient for all costs incurred by the Subrecipient in performing the Agreement up to the date of mailing such notice.

1.3. Termination for Funding Reasons

BFWDC may unilaterally and immediately terminate this Agreement in the event that funding from federal, state, or other sources becomes no longer available to BFWDC or is not allocated for the purpose of meeting the BFWDC's obligations hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions. Termination under this paragraph shall be effective upon the date specified in the written notice of termination by the BFWDC to the Subrecipient. After the effective date, no charges incurred under this Agreement shall be allowed.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 11, 2022
Subject:	Amending the 2022-2027 and 2023-2028 Six-Year Transportation Improvement Programs
Presenter:	Matt Mahoney/Brian Malley
Prepared By:	Brian Malley
Reviewed By:	Matt Mahoney

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☐ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☒ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

RCW 36.81.121 requires counties to prepare and annually update their Six-Year Transportation Improvement Program (TIP) pursuant to one or more public hearings and to file a copy of the adopted TIP with the Washington State Department of Transportation (WSDOT) and the County Road Administration Board (CRAB). The TIP represents the County's priority transportation improvements and is a perpetual planning and project management tool for federal, state, and local governments. The TIP may be amended after it is adopted to add, delete, and amend projects to accommodate cost, schedule, scope, and funding changes.

On August 10, 2021, the Board of Benton County Commissioners approved Benton County's TIP for 2022-2027 (Res. 2021-609). On August 2, 2022, the Board of Benton County Commissioners approved Benton County's TIP for 2023-2028 (Res. 2022-532). The projects proposed for amendment appeared in the County's prior (2021) TIP and were inadvertently not carried forward to the 2022-2027 TIP or 2023-2028 TIP. At this time, it is necessary to amend the Benton County TIPs to include the proposed projects, so that the projects can advance through environmental requirements and receive obligations of construction funds.

This proposed amendment to the 2022-2027 and 2023-2028 TIPs include the following:

- Guardrail and Guidepost – County Wide 2019
- Guardrail and Guidepost – County Wide 2021

  HSIP Funding (Secured) in the amount of $505,400 is reflected for both amendments, with a phase start year of 2022 and 2023, respectively.

Per RCW 36.81.121(1), the TIP may at any time be amended by a majority vote of the legislative authority but only after a public hearing thereon. The public was notified, by advertisement in the County's legal newspaper, of the public hearing to be held on this date, October 11, 2022.

Fiscal Impact

The proposed projects are in the 2021-2026 TIP and are programmed into the 2021-2022 and 2023-2024 County Road budgets.

Recommendation

Adopt the proposed amendment to the 2022-2027 and 2023-2028 Six Year Transportation Improvement Programs, subsequent to the public hearing.

Suggested Motion

Move to adopt the amendments to the 2022-2027 and 2023-2028 Six Year Transportation Improvement Programs, to include Guardrail and Guidepost – County Wide 2019, and Guardrail and Guidepost – County Wide 2021.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS
OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE 2022-2027 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND 2023-2028 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM TO INCLUDE GUARDRAIL AND GUIDEPOST – COUNTY WIDE 2019 AND GUARDRAIL AND GUIDEPOST – COUNTY WIDE 2021

WHEREAS, pursuant to RCW 36.81.121, the Board of Benton County Commissioners is responsible for the preparation and adoption of a Six-Year Transportation Improvement Program (STIP); and

WHEREAS, per Resolutions 2021-609 and 2022-532, the Board of Benton County Commissioners adopted the 2022-2027 STIP and 2023-2028 STIP, respectively; and

WHEREAS, per RCW 36.81.121, the STIP may be amended subsequent to a public hearing on all such respective amendments; and

WHEREAS, on October 11, 2022, a public hearing was held regarding program changes to the 2022-2027 STIP and 2023-2028 STIP; and

WHEREAS, the Board of Benton County Commissioners, constituting the legislative authority of Benton County, has reviewed the proposed amendment and finds its adoption as being in the best interest of Benton County; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners hereby adopts the amendment to the 2022–2027 Six-Year Transportation Improvement Program (STIP) and 2023–2028 Six-Year Transportation Improvement Program (STIP), to include the following:

- Guardrail and Guidepost – County Wide 2019
- Guardrail and Guidepost – County Wide 2021

ADOPTED this 11th day of October, 2022.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Attest:

Constituting the Board of County Commissioners
Benton County, Washington

_____
Clerk of the Board

Original: Clerk of the Board
Copy: Public Works

B. Malley

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2022 to 2027

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		/ 000S(556) Guidepost and Guardrail Installation Various Various to Various Install guardrail, guideposts, and curve signing on the following: * Oak St (#76130) about 0.70 miles north of Game Farm Rd - Guardrail * Demoss Rd (#51170) from MP 1.72-2.72 - Guardrail * Demoss Rd (#51170) from MP 3.82-3.89 - Guardrail * Webber Canyon Rd (#11180), Badger Rd (#55100), Old Inland Empire Hwy (#22150) - Guideposts and Curve Signing	WA-12636	10/11/22	10/11/22	10/21/22	2022-XXX	21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2022	HSIP	505,400		0	0	505,400
			Totals	**505,400**		**0**	**0**	**505,400**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	505,400	0	0	0	0
Totals	**505,400**	**0**	**0**	**0**	**0**

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Benton Co.	**505,400**		**0**	**0**	**505,400**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2023 to 2028

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		/ 000S(556) GUIDEPOST AND GUARDRAIL INSTALLATION Various Various to Various Install guardrail, guideposts, and curve signing on the following: * Oak St (#76130) about 0.70 miles north of Game Farm Rd - Guardrail * Demoss Rd (#51170) from MP 1.72-2.72 - Guardrail * Demoss Rd (#51170) from MP 3.82-3.89 - Guardrail * Webber Canyon Rd (#11180), Badger Rd (#55100), Old Inland Empire Hwy (#22150) - Guideposts and Curve Signing	WA-12636	10/11/22	10/11/22	10/21/22	2022-0XX	21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2023	HSIP	505,400		0	0	505,400
			Totals	**505,400**		**0**	**0**	**505,400**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	505,400	0	0	0	0
Totals	**505,400**	**0**	**0**	**0**	**0**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/11/2022
Subject:	American Rescue Plan (ARPA)
Presenter:	Matt Rasmussen & Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The American Rescue Plan Grant was received in May 2021. The Prosecuting Attorney's Office requests funds for 2 Deputy Prosecuting Attorneys. The ARPA grant allows for hiring additional court staff or attorneys to increase speed of case resolution.

Fiscal Impact

All Expenses are in Current Expenses, Department 139, which is specifically setup for the ARPA Grant expenditures. Funding for expenses end with the conclusion of the ARPA Grant, December 31, 2024.

Suggested Motion

Move to approve the Transfer of Funds within Current Expense Fund 0010, Department 139 for the Prosecuting Attorney's Office as presented ($53,420)

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 139

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto; and

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Cares/ARPA Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5131000	54103	Professional Services	$53,420
TOTAL			$53,420

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5153510	51782	Deputy Prosecuting Attorney 1	$19,000
5153510	51783	Deputy Prosecuting Attorney 1	$19,000
5153510	52102	Social Security	$2,910
5153510	52103	Medical Insurance	$8,520
5153510	52104	Retirement	$3,900
5153510	52119	Paid Family Leave Act	$90
TOTAL			$53,420

Explanation:

The American Rescue Plan (ARPA) allows for hiring additional court staff or attorneys to increase speed of case resolution to expedite case resolution as an elibile ARPA use of funds. The LIT appropriation is for 2 Deputy Prosecuting Attorney Positions (Grade 19, non barg). Positions end with the conclusion of the ARPA funding December 31, 2024.

Prepared by: Linda Ivey Date: 28-Sep-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/11/2022
Subject:	American Rescue Plan (ARPA)
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The American Rescue Plan Grant was received in May 2021. The Office of Public Defense requests funds for a Legal Secretary IV position. The ARPA grant allows for hiring additional court staff or attorneys to increase speed of case resolution.

Fiscal Impact

All Expenses are in Current Expenses, Department 139, which is specifically setup for the ARPA Grant expenditures. Funding for expenses end with the conclusion of the ARPA Grant, December 31, 2024.

Suggested Motion

Move to approve the Transfer of Funds within Current Expense Fund 0010, Department 139 for the Office of Public Defense as presented ($20,840)

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 139

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Cares/ARPA Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5131000	54103	Professional Services	$20,840
TOTAL			$20,840

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5159100	51786	Legal Secretary IV	$14,000
5159100	52102	Social Security	$1,100
5159100	52103	Medical Insurance	$4,260
5159100	52104	Retirement	$1,450
5159100	52119	Paid Family Leave Act	$30
TOTAL			$20,840

Explanation:

The American Rescue Plan (ARPA) allows for hiring additional court staff or attorneys to increase speed of case resolution to expedite case resolution as an elibile ARPA use of funds. The LIT appropriation is a Legal Secretary IV position (Grade 7, Courthouse). Position ends with the conclusion of the ARPA funding December 31, 2024.

Prepared by: Linda Ivey Date: 06-Oct-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member