

August 11, 2008

**THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
August 4, 2008, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Claude Oliver
Commissioner Max E. Benitz, Jr.
Commissioner Leo Bowman
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kely; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Steve Becken and Sue Schuetze, Public Works; Treasurer Duane Davidson; Ed Thornbrugh, Human Services; DPA Ryan Brown; Auditor Bobbie Gagner; Deputy Brenda Chilton; Sheriff Larry Taylor; and Undersheriff Paul Hart.

Approval of Minutes

The Minutes of July 28, 2008 were approved.

Review Agenda

Commissioner Benitz requested item "P" (ARAMARK Contract) be "red-flagged" for the 2009 budget based on the fact the amount charged for juvenile meals was considerably higher than meal charges for the adult jail.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items "a" through "i". Commissioner Bowman seconded and upon vote, the Board approved the following:

Commissioners

- a. Line Item Transfer, Fund No. 0000-101, Dept. 115
- b. Appointment of L Craven to B/F Workforce Development Council

Fairgrounds

- c. Lease Agreement w/Desert Ski Club
- d. Service Contract w/Oxarc, Inc.
- e. Blanket Service Contract w/Riggle Plumbing, Inc.

Juvenile

- f. Contract Amendment w/ARAMARK Correctional Services
- g. Memorandum of Agreement w/Regional Service Corps

Personnel

- h. Reappointment of R Knight to Benton County Civil Service Commission

Road/Engineer

- i. Clean Diesel Grant between Benton County & Dept of Ecology

The Board briefly recessed, reconvening at 9:05 a.m.

Other Business

Chairman Oliver asked for clarification on the Board's position on the request by Benton City to form a Metropolitan Park District. Commissioner Benitz said he did not believe there was sufficient time to review the issue before the Boundary Review Board.

Auditor Bobbi Gagner stated the deadline for ballot measure submittals was 45 days prior to the election.

Commissioner Bowman said he had not changed his mind and the issue seemed premature to submit for the 2008 election.

Public Hearing – Finley Road Right of Way Vacation

Sue Schuetze reviewed the report dated July 31, 2008 for the proposed right of way vacation. She stated that Public Works had devised a land trade to facilitate the right of way vacation and recommended its approval.

Chairman Oliver said he met with these parties, along with the Public Works Director and believed it was a good land swap. Additionally, he said he did not believe his involvement represented a conflict of interest.

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

MOTION: Commissioner Bowman moved to approve the proposed right of way vacation and abandonment, contingent upon receiving a deed from the landowner. Commissioner Benitz seconded and upon vote, the motion carried.

Change Order #2 – Courtrooms TI

Roy Rogers presented change order #2 with Fowler General Construction for the remodel of courtroom D and the jury room that was originally intended to be part of the courtroom TI project, but not included in the scope of work.

MOTION: Commissioner Benitz moved to approve the resolution authorizing change order #2 for the construction of Courtrooms TI in the amount of \$65,910.91. Commissioner Bowman seconded and upon vote, the motion carried.

Other Business

Time of Remembrance Resolution

Commissioner Bowman requested the Time of Remembrance resolution be updated for 2008. The Board agreed.

Fair & Rodeo Proclamation

Commissioner Bowman said the Fair Board had requested the Commissioners sign a proclamation for the 60th Anniversary of the Benton-Franklin Fair & Rodeo.

MOTION: Commissioner Bowman moved to approve the Board sign the Benton-Franklin Fair & Rodeo 60th Anniversary Proclamation. Commissioner Benitz seconded and upon vote, the motion carried.

Visitor & Convention Bureau

Commissioner Bowman suggested the Board purchase a wall plaque for Benton County in the amount of \$10,000 to support the donor wall campaign for the Visitor & Convention Bureau. Commissioner Benitz said he was not opposed, but wanted to have a legal review of the matter. The Board agreed to have Mr. Brown review the matter.

Request for Supplemental Appropriation

Loretta Smith Kelty presented two supplemental appropriations for the Prosecuting Attorney's office.

MOTION: Commissioner Bowman moved to approve the supplemental appropriation in the amount of \$41,001.00 for fees associated with a murder trial to go to public hearing. Commissioner Benitz seconded and upon vote, the motion carried.

MOTION: Commissioner Bowman moved to approve the supplemental appropriation in the amount of \$18,241.00 to fund additional victim/witness activities to go to public hearing. Commissioner Benitz seconded and upon vote, the motion carried.

Health Department Building

Sheriff Taylor requested the Board consider using the vacated Health Department building for a training facility for the Sheriff's Office, other Benton County offices, and local law enforcement partners.

The Board agreed the Sheriff could work with Mr. Sparks and Mr. Rogers in getting cost estimates for remodeling the building. Additionally, requested the Sheriff to provide a detailed plan for use of the facility.

Project Status Report – Adam Fyall

Mr. Fyall provided a summary sheet and updated the Board on the following projects:

Water Issues

- Yakima Basin Storage Study
- WRIA 31
- Horse Heaven Study

Hanford Issues

- Rattlesnake Mountain
- Waste Treatment Plant
- B Reactor
- Hanford Communities/Energy Communities Alliance
- Hanford Reach National Monument Management Plan

Park Issues

- Parks Comprehensive Plan
- Horse Heaven Vista
- Two Rivers Boat Dock

Others

- Animal Control
- Benton City Interchange

The Board briefly recessed, reconvening at 10:00 a.m.

Executive Session – Performance of a Public Employee

The Board went into executive session with DPA Ryan Brown, David Sparks, and Loretta Smith Kelty at 10:00 a.m. for approximately 30 minutes to discuss the performance of a public employee. The Board came out of executive session at 10:39 a.m. No decisions were made.

Chairman Oliver asked the Board if it would be appropriate to have the County Administrator review and approve all documents prior to bi-county meetings.

Commissioner Bowman said to be consistent the Board should consider all bi-county issues. He said he did not think it was necessary for Mr. Sparks to review all documents because the director of mental health answered to the bi-county boards as a whole.

Commissioner Benitz said the directors appointed in the organizational chart addressed the bi-county issues, not David Sparks. Mr. Sparks stated that he did review the resolution in question at 9:00 a.m. and somehow it was changed after that time.

Chairman Oliver expressed his concern that CAC was left out of the process and a different resolution was presented to the Boards after his approval.

Commissioner Benitz requested the Chairman provide a public apology to Mr. Sparks. Chairman Oliver said that based upon the fact that Mr. Sparks did his job, and it appeared that Commissioner Benitz and Commissioner Koch changed the resolution, that he owed an apology to Mr. Sparks.

Claim for Damages

CC 08-16: Amended Claim for \$20,000,000 from Lorenzo Moreno received on July 28, 2008
CC 08-17: Claim for loss of gift cards totaling \$150.00 from Scott Cover received on July 29, 2008

Vouchers

Check Date: 08/01/2008
Warrant #: 903571-903785
Total all funds: \$1,109,392.24

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

Resolutions

08-687 Line Item Transfer, Fund No. 0000-101, Dept. 115
08-688 Appointment of L Craven to B/F Workforce Development Council
08-689 Lease Agreement w/Desert Ski Club
08-690 Service Contract w/Oxarc, Inc.
08-691 Blanket Service Contract w/Riggle Plumbing, Inc.
08-692 Contract Amendment w/ARAMARK Correctional Services
08-693 Memorandum of Agreement w/Regional Service Corps
08-694 Reappointment of R Knight to Benton County Civil Service Commission
08-695 Clean Diesel Grant between Benton County & Dept of Ecology
08-696 Approving Change Order #2 for the Construction of Courtrooms TI

There being no further business before the Board, the meeting adjourned at approximately 10:50 a.m.

Clerk of the Board

Chairman

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: August 11, 2008 Subject: North Gate Contract Completion Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract Pass Resolution xxx Pass Ordinance Pass Motion Other	Consent Agenda <u> </u> X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

Benton County entered into a contract on April 14, 2008 with Frontier Fence Inc, for the procurement and installation of the east section of the north gate, per resolution 08-461. The Facilities Manager determined the project reached completion as of week ending July 25, 2008. The Notice of Completion ad will be ran in the Tri-City Herald on August 11, 2008.

FISCAL IMPACT

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE PROCUREMENT AND INSTALLATION OF THE EAST SECTION OF THE NORTH GATE LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA

WHEREAS, Benton County entered into a contract on April 14, 2008 with Frontier Fence Inc, Pasco, WA for the procurement and installation of the east section of the north gate, per resolution 08-461; and

WHEREAS, the Facilities Manager determined the project reached completion as of week ending July 25, 2008; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the procurement and installation of the east section of the north gate project complete.

Dated this _____ day of _____, 2008.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**BENTON AND FRANKLIN COUNTY
ACTION SUMMARY COVER SHEET**

COPY

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>
Subject:	Joint Resolution for Appointment of	Pass Resolution	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	Karin Cagle as CDMHP	Pass Ordinance	<input type="checkbox"/>	1 st Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 nd Discussion	<input type="checkbox"/>
Reviewed by:	<i>chp</i>	Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

County Designated Mental Health Professionals (CDMHPs) are appointed by counties to perform the duties defined in WAC 388-865-0245. The Department of Human Services would like Karin Cagle appointed as a CDMHP. She is employed at the Crisis Response Unit and meets the educational and/or experience requirements specified in the WAC.

SUMMARY

Remove James C. Martin, Debra A. Kietzman and Joyce R. Ninnemann who are no longer employed at the Crisis Response Unit and appoint Karin Cagle as a CDMHP. An updated CDMHP list is attached to the Resolution.

RECOMMENDATION

Sign the Joint Resolution to appoint Karin Cagle as a CDMHP.

FISCAL IMPACT

There is no fiscal impact.

MOTION

To approve signing the Joint Resolution to appoint Karin Cagle as a County Designated Mental Health Professional while employed at the Crisis Response Unit and to rescind the designations of Joyce R. Ninnemann, Debra A. Kietzman and James Martin, who are no longer employees of the Crisis Unit.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON COUNTY,
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**IN THE MATTER OF APPOINTING COUNTY-DESIGNATED MENTAL HEALTH
PROFESSIONALS**

WHEREAS, it is the Counties' responsibility to appoint County-Designated Mental Health Professionals (CDMHPs) as defined in WAC 388-865-0245 to perform the duties specified in Chapters 71.05, 71.34 and 70.96A RCW; and

WHEREAS, individuals employed by Benton Franklin Counties' Department of Human Services' Crisis Response Unit perform the CDMHP duties for Benton County and Franklin County; and

WHEREAS, the Crisis Response Unit wishes to appoint Karin Cagle as a CDMHP since she now meets the educational and/or experience requirements as specified in WAC 388-865-0245; and

WHEREAS, the list of appointed County Designated Mental Health Professionals, attached hereto as Exhibit A, is updated to include Karin Cagle and delete James C. Martin, Debra A. Kietzman and Joyce R. Ninnemann who no longer work for the Crisis Response Unit; **NOW THEREFORE**,

BE IT RESOLVED, that James C. Martin, Debra A. Kietzman and Joyce R. Ninnemann are terminated as a County Designated Mental Health Professionals and Karin Cagle be appointed as a County Designated Mental Health Professional; and

BE IT FURTHER RESOLVED that appointments of County Designated Mental Health Professionals shall be limited to the period during which they are assigned to perform the functions of a CDMHP and are employed by the Crisis Response Unit of Benton and Franklin Counties.

Dated this day of, 2008

Dated this day of, 2008.

Chair

Chair

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of County Commissioners,
Benton County, Washington

Member

Constituting the Board of County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals (3): Benton County, Franklin County, Human Services
Copies (1): Karin Cagle

EXHIBIT A

**COUNTY-DESIGNATED
MENTAL HEALTH PROFESSIONALS**

Dated: July 21, 2008

<u>NAME</u>	<u>DATE APPOINTED</u>
Patrick C. R. Brunk.....	January, 1992
James C. Laws	January, 1992
Nowita Peters.....	May, 1993
James Tutwiler.....	April, 1994
Randi Hankins.....	July, 1996
Kyle Sullivan	February, 1998
Kathleen Laws	September, 2000
Cristina Maldonado	February, 2004
Gordon Cable.....	June, 2004
Hector DeLeon.....	February, 2006
Tony Larsen	January, 2007
Karin Cagle	July, 2008

C

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 08-11-08 F/C 08-18-08		
SUBJECT: Truancy Contract for Kiona-Benton School District for 2008 2009 School Year		
Prepared By: Kathryn M. Phillips		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2008, through June 30, 2009), the Kiona-Benton School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2008, through July 31, 2009.

SUMMARY

Kiona-Benton has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Kiona-Benton School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Kiona-Benton School District.

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 THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND KIONA-BENTON SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Kiona-Benton School District, in the amount of \$3,735.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2008 and terminating on July 31, 2009, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Fee For Service Contract.

DATED this 11th day of August 2008.

DATED this 18th day of August 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

FEE FOR 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 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Kiona-Benton School District, with its principal offices at 1107 Grace, Benton City, WA, 99320, (hereinafter referred to as "District").

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

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2008, through July 31, 2009, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

3. 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' representatives are as follows:

- A. For District: **Mr. Rom Castilleja**
Superintendent
Kiona-Benton School District
1107 Grace
Benton City WA 99320
Phone: (509) 588-2000
Fax: (509) 588-5580
E-mail: rcastil@kibesd.org

- B. For Counties: **Sharon Paradis**
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 736-274
Fax: (509) 222-2311
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

For the services performed hereunder, the Counties shall be paid as follows:

- A. The District will pay Counties Three Thousand Seven Hundred Thirty-Five Dollars (\$3,735.00) to be paid in quarterly installments of Nine Hundred Thirty-Three Dollars and Seventy-Five Cents (\$933.75) each, for the entire contract period, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Three Thousand Seven Hundred Thirty-Five Dollars (\$3,735.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. AMENDMENTS AND CHANGES IN WORK

No amendment, modification or renewal 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 Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. HOLD HARMLESS AND INDEMNIFICATION

The District shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

7. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this

Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

- B. The Counties 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. 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.

10. COMPLIANCE WITH LAWS

The parties agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

11. OWNERSHIP OF MATERIALS/WORKS PRODUCED

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. DISPUTES

Differences between the District and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to District's right to seek judicial relief.

13. CONFIDENTIALITY

The District, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The District shall promptly give

the Counties written notice of any judicial proceeding seeking disclosure of such information.

14. 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 and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the District each bind themselves, 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.

16. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

17. 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 the 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.

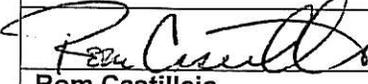
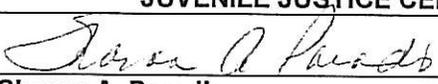
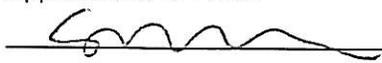
18. ENTIRE AGREEMENT

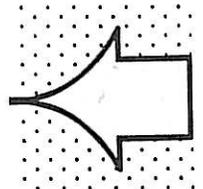
The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

19. NOTICES

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

The parties have caused this Contract to be signed as follows:

KIONA-BENTON SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
 <u>7/28/08</u> Date	 <u>7/28/08</u> Date
Rom Castilleja Superintendent	Sharon A. Paradis Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:  <u>7/31/08</u> Date Sarah Perry, Deputy Prosecuting Attorney	Approved as to Form: <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Claude L. Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____



d

AGENDA ITEM: Consent	TYPE OF ACTION	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 08-11-08 F/C 08-18-08	NEEDED	
SUBJECT: Truancy Contract for Richland School District for 2008 2009 School Year	Executive Contract <u>xx</u>	
Prepared By: Kathryn M. Phillips	Pass Resolution <u>xx</u>	
Reviewed By: Sharon Paradis	Pass Ordinance Pass Motion Other	

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2008, through June 30, 2009), the Richland School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2008, through July 31, 2009.

SUMMARY

Richland has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Richland School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Richland School District.

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 THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND RICHLAND SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Richland School District, in the amount of \$12,210.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2008 and terminating on July 31, 2009, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Fee For Service Contract.

DATED this 11th day of August 2008.

DATED this 18th day of August 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

FEE FOR 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 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Richland School District, with its principal offices at 615 Snow AVE, Richland, WA, 99352, (hereinafter referred to as "District").

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

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2008, through July 31, 2009, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

3. 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' representatives are as follows:

- A. For District: **Dr. Jean Lane**
Superintendent
Richland School District
615 Snow AVE
Richland WA 99352
Phone: (509) 967-6000
Fax: (509) 942-2401
E-mail: Jean.Lane@rsd.edu

- B. For Counties: **Sharon Paradis**
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 736-2724
Fax: (509) 222-2311
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

For the services performed hereunder, the Counties shall be paid as follows:

- A. The District will pay Counties Twelve Thousand Two Hundred and Ten Dollars (\$12,210.00), to be paid in equal quarterly installments of Three Thousand Fifty-Two Dollars and Fifty Cents (\$3,052.50), for the entire contract period, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Twelve Thousand Two Hundred and Ten Dollars (\$12,210.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. AMENDMENTS AND CHANGES IN WORK

No amendment, modification or renewal 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 Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. HOLD HARMLESS AND INDEMNIFICATION

The District shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

7. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this

Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

- B. The Counties 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. **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.

10. **COMPLIANCE WITH LAWS**

The parties agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

11. **OWNERSHIP OF MATERIALS/WORKS PRODUCED**

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. **DISPUTES**

Differences between the District and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to District's right to seek judicial relief.

13. **CONFIDENTIALITY**

The District, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The District shall promptly give

the Counties written notice of any judicial proceeding seeking disclosure of such information.

14. 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 and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the District each bind themselves, 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.

16. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

17. 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 the 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.

18. ENTIRE AGREEMENT

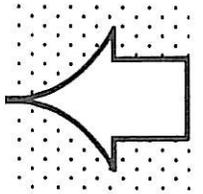
The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

19. NOTICES

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

The parties have caused this Contract to be signed as follows:

RICHLAND SCHOOL DISTRICT		BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER	
<i>Jean M. Lane</i>		<i>Sharon A. Paradis 7/23/08</i>	
Dr. Jean Lane	Date	Sharon A. Paradis	Date
Superintendent		Administrator	
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
Approved as to Form:		Approved as to Form:	
<i>[Signature]</i> <u>8/15/08</u>		<u>Agreed Review Performed by Benton County</u>	
Sarah Perry, Deputy Prosecuting Attorney Date		Ryan Verhulp, Civil Deputy Prosecuting Attorney Date	
By: _____		By: _____	
Name: <u>Claude L. Oliver</u>		Name: <u>Robert E. Koch</u>	
Title: <u>Chairman, Board of Commissioners</u>		Title: <u>Chairman, Board of Commissioners</u>	
Date: _____		Date: _____	
Attest: _____		Attest: _____	
Clerk of the Board: _____		Clerk of the Board: _____	



e

Return to: Benton County Public Works
P.O. Box 1001
Prosser, WA 99350-0954

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: IN THE MATTER OF COUNTY ROADS, RE:
COUNTY ROAD IMPROVEMENT DISTRICT (C.R.I.D.) #15, COTTONWOOD DRIVE,
PROPERTY SEGREGATION

WHEREAS, the amended final assessment roll for C.R.I.D. #15, Cottonwood Drive was approved by Resolution Number 05-750 on November 28, 2005, and

WHEREAS, Parcel Number 1-1488-200-0009-000 defined as: The South 422.91 feet of the North 1356.25 feet of the West 514.91 feet of the Northwest $\frac{1}{4}$ of Section 14, Township 8 North, Range 28 East, W.M. Except road right of way

Containing 4.61 acres more or less.

had an original assessment of \$6,515.43 and now has an outstanding assessment of \$5,863.89, and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1488-201-3087-001 and 1-1488-201-3087-002, and

WHEREAS, Parcel Number 1-1488-200-0010-000 defined as: The South 422.91 feet of the North 1356.25 feet of the West 1029.81 feet of the Northwest $\frac{1}{4}$ of Section 14, Township 8 North, Range 28 East, W.M. Except the West 514.91 feet thereof.

Containing 5.00 acres more or less.

had an original assessment of \$7,489.62 and now has an outstanding assessment of \$6,165.14, and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1488-201-3087-003 and 1-1488-201-3087-004, and

WHEREAS, Parcel Number 1-1488-200-0013-000 defined as: The South 300.08 feet of the North 1656.62 feet of the West 725.69 feet of the Northwest $\frac{1}{4}$ of Section 14, Township 8 North, Range 28 East, W.M. Except road right of way

Containing 4.71 acres more or less

had an original assessment of \$6,765.22 and now has an outstanding assessment of \$6,088.70, and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1488-201-3088-001 and 1-1488-201-3088-002, NOW, THEREFORE

BE IT RESOLVED, that the final assessment roll be amended and that each parcel and assessment is defined as follows:

See Attached Exhibit "A"

Dated this 11th day of August 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:SWB

Exhibit "A"

Old Number	New Number	New Assessment
1-1488-200-0009-000	1-1488-201-3087-001	\$2,830.41
	1-1488-201-3087-002	\$3,033.48
1-1488-200-0010-000	1-1488-201-3087-003	\$3,082.57
	1-1488-201-3087-004	\$3,082.57
1-1488-200-0013-000	1-1488201-3088-001	\$3,044.35
	1-1488-201-3088-002	\$3,044.35

f

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS, RE: PIERT ROAD CONSULTANT'S SUPPLEMENTAL AGREEMENT

WHEREAS, January 24, 2005, Benton County entered into an agreement with JUB Engineers, Inc. for the purpose of providing engineering services for the new proposed Piert Road, and

WHEREAS, on July 9, 2007 approved a Supplemental Agreement to pay for services for an Engineer's Report and the redesign of Piert Road, and

WHEREAS, the County has requested additional work beyond the scope of Supplemental Agreement #2, and

WHEREAS, JUB has prepared a Supplemental Agreement #3 to the original agreement to address the additional costs, and

WHEREAS, said Supplemental Agreement has be approved as to Form by the Prosecuting Attorney's Office and is recommended for approval by Public Works, NOW, THEREFORE

BE IT RESOLVED that the Supplemental Agreement is approved and the Chairman is authorized to sign on behalf of Benton County.

Dated this 11th day of August 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:SWB

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>		
Meeting Date :	July 31, 2008	Execute Contract :		Consent Agenda :
Subject :	Piert Road Supplemental Ag.	Pass Resolution :	x	Public Hearing :
Prepared by :	SWB	Pass Ordinance :		1st Discussion :
Reviewed by :		Pass Motion :		2 nd Discussion :
		Other :		Other :

BACKGROUND INFORMATION

On January 24, 2005, Benton County entered into an agreement with JUB Engineer's for purpose of providing engineering services for the design of the new proposed Piert Road. The original agreement was to cost the County \$241,900 for the services. Because of request by the County for redesign, additional supplemental agreements were presented and approved bring the contract cost to \$389,900.00. Due to additional requests, Supplemental Agreement #3 is being presented for approval.

SUMMARY

Supplement #3 is in the amount of \$33,800.00 bringing the total contract to \$420,700.00

RECOMMENDATION

Recommend approval of the supplement.

FISCAL IMPACT

Cost to the County will be an additional \$33,800.00.

MOOTION

Move to approve as a part of the consent agenda.

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: I-82 TO SR 397 INTERTIE PROJECT - PHASE 3

WHEREAS, Local Agency Agreement Number LA-5439 between Benton County and the Washington State Department of Transportation (WSDOT) was executed by the Board on December 18, 2002; and

WHEREAS, Supplement No. 3 to said Agreement has been prepared to transfer STPU funds obligated for preliminary engineering into construction for Phase 3 of the I-82 to SR 397 Intertie Project; NOW, THEREFORE,

BE IT RESOLVED that Supplement No. 3 to Agreement GCA-5439 be and hereby is approved and the Chairman of the Board is hereby authorized to sign said Supplement on behalf of Benton County.

DATED this 11th day of August, 2008

Chairman.

Chairman Pro-Tem.

Member.

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

Attest: _____
Clerk of the Board

RBD:BLT:dlh



Local Agency Agreement Supplement

Agency BENTON COUNTY		Supplement Number 3
Federal Aid Project Number STPUS-REV-3404(002)	Agreement Number LA-5439	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on December 18, 2002.
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

Project Description

Name I-82 to SR 397 INTERTIE (Phase 3) Length 10.9 miles
Termini MP 0.00 (I-82 Interchange at Locust Grove) to MP 10.9 (SR 397 and Piert Road Intersection)

Description of Work No Change

Reason for Supplement

Move money from Preliminary Engineering into Construction

Does this change require additional Right of Way or Easements? Yes No

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE					
86.5 % a. Agency	57,803.00		57,803.00	7,803.00	50,000.00
b. Other	909,827.00	-37,901.00	871,926.00	117,710.00	754,216.00
c. Other					
Federal Aid Participation Ratio for PE d. State	5,780.00		5,780.00	780.00	5,000.00
e. Total PE Cost Estimate (a+b+c+d)	973,410.00	-37,901.00	935,509.00	126,293.00	809,216.00
Right of Way					
% f. Agency					
g. Other					
Federal Aid Participation Ratio for RW h. Other					
i. State					
j. Total R/W Cost Estimate (f+g+h+i)					
Construction					
k. Contract	751,445.00	37,901.00	789,346.00	106,562.00	682,784.00
l. Other	1,231,445.00		1,231,445.00	166,245.00	1,065,200.00
m. Other					
n. Other					
86.5 % o. Agency					
Federal Aid Participation Ratio for CN p. State	82,312.00		82,312.00	11,112.00	71,200.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	2,065,202.00	37,901.00	2,103,103.00	283,919.00	1,819,184.00
r. Total Project Cost Estimate (e+j+q)	3,038,612.00		3,038,612.00	410,212.00	2,628,400.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By

Title CHAIRMAN

Director of Highways and Local Programs

BOARD OF COUNTY COMMISSIONERS

Date Executed

R E S O L U T I O N

h

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: RURAL ARTERIAL PROGRAM FUNDS FOR IMPROVEMENTS TO NINE CANYON ROAD; MP 4.85 TO MP 7.50

WHEREAS, the County Engineer has prepared a Project Prospectus to apply for Rural Arterial Program (RAP) Funding for Nine Canyon Road, Mills Road to Beck Road; NOW, THEREFORE,

BE IT RESOLVED that the Prospectus be and hereby is approved, and the Chairman is authorized to sign said Agreement.

Dated this 11th day of August, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:BLT:dlh

**County Road Administration Board
Rural Arterial Program Prospectus**

2005 - 2007 Biennium

*** IDENTIFICATION:**

Total Rating Points: **85.27**

Attach Worksheets
8/4/2008

COUNTY: Road Name

SE BENTON

BENTON Nine Canyon Road ph2

← Road No.

County F&G Class **T4**
Fed. Funct. Class **08**
State Leg. Dist. **16**

6 Yr TIP
Priority No. **12**

2009-2011

Begin MP **4.85** 2nd BMP
End MP **7.50** 2nd EMP

For minor leg of
Intersection or
MP Eq'n

Attach: Project Narrative
Rating Worksheets
Vicinity Map
Typical Cross Sections

*** DESCRIPTION OF PROPOSED IMPROVEMENTS -**

Deviation Anticipated? Summary of conditions and proposed improvements the county is claiming
Condition: points for, as well as conditions that will not be improved to design standard.

Attach Worksheets

No	Roadway Structural Section, or Bridge Condition: The roadway is structurally insufficient to handle year around truck traffic. Roadway will be reconstructed to an all weather paved road.
No	Horizontal Alignment: The roadway horizontal geometrics are substandard. The reconstructed roadway will be improved to a design speed of 50 mph.
No	Vertical Alignment: The roadway vertical geometrics are substandard. The reconstructed roadway will be improved to a design speed of 50 mph.
No	Width: The reconstructed roadway will be two paved lanes, 12 feet wide with 2 foot paved shoulders and half foot gravel shoulders.
No	Other: Clear Zone, Slopes, Guard. Rail, Illumination, signals etc. All in-slopes and fill slopes shall be a 4 to 1, except where protected by guardrail.

*** ESTIMATED FUNDING AND TIMING**

Phase:	Est Total Cost	RATA Requested	Max RATA	[Est Year]	
	to nearest \$100			Start	Complete
Design/PE	125	113	113	2009	2013
Right of Way	50	45	45	2010	2013
Construction	2,650	2,385	2,385	2013	2014
TOTAL =>	2,825	2,543			
	RATA percent (of eligible costs) =>		90.0%		

*** SPECIAL CONSIDERATIONS THAT MAY AFFECT PROJECT SCHEDULE:**

Wetlands <input type="checkbox"/>	NMFS <input type="checkbox"/>	R-O-W <input checked="" type="checkbox"/>	Cultural <input type="checkbox"/>	(Hist. Arch. Paleo.)
Shorelines <input type="checkbox"/>	USFWS <input type="checkbox"/>	BIA <input type="checkbox"/>	Tied <input type="checkbox"/>	(Other agency work)
USACE <input type="checkbox"/>	HPA <input type="checkbox"/>	RR- <input type="checkbox"/>	Other <input type="checkbox"/>	(Specify)

*** PROJECT TYPES:**

NE, PS, SE	NE, NW, SE, SW	PS
BRIDGES:	ROADS:	ROADS:
FA or LOCAL	(check project type)	(check project type)
Funding Source: <input type="checkbox"/>	3R <input type="checkbox"/>	Roadway <input type="checkbox"/>
Scope: <input type="checkbox"/>	RC <input checked="" type="checkbox"/>	Intersection <input type="checkbox"/>
Replace or Rehabilitate		

*** LOCAL PROJECT APPROVAL**

RAP Project Prospectus prepared under the supervision of:
Vic. Map and typical cross sections attached?

Don R. [Signature] 8/4/08
Signature - County Engineer / Date

RAP Project Prospectus submitted to CRAB with the approval of: _____

Signature of Chair of the Board of County
Commissioners or County Executive / Date

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: RURAL SURFACE TRANSPORTATION PROGRAM (STP(R)) FUNDS; EXCHANGING COUNTY FUNDS

WHEREAS, distribution of Federal STP(R) funds have been proposed on a percentage basis; and

WHEREAS, Benton County would receive 75% of those funds, with 25% being shared by the Cities of Prosser and Benton City; and

WHEREAS, Public Works recommends exchanging Benton County funds for the Cities' Federal fund share; NOW, THEREFORE,

BE IT RESOLVED; that Benton County concurs with the Benton-Franklin-Walla Walla RTPO recommendation for distribution of STP(R) funds; and

BE IT FURTHER RESOLVED; that County road funds in the amount of \$96,206 be exchanged for City of Prosser funds in the amount of \$64,141 and City of Benton City funds in the amount of \$32,065.

Dated this 11th day of August, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

R E S O L U T I O N

j

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD FUNDS RE: TRANSFER OF FUNDS WITHIN THE COUNTY ROAD FUND 0101-101

BE IT RESOLVED by the Board of Benton County Commissioners that funds be transferred between line items as defined in Exhibit A attached hereto.

Dated this 11th day of August 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

Exhibit A
Page 2 of 2
August 11, 2008

(1) To transfer \$96,206 from the Construction Function 595.400.4900 (Miscellaneous/Contracts) to 588.000.5200 (Intergovernmental Payments) to purchase STP (Rural) funds from City of Prosser and Benton City.

There is no adverse affect on the Construction Function of the Road Fund.

K

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE AGREEMENT BETWEEN WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS AND BENTON COUNTY WHICH WILL ALLOW THE BENTON COUNTY SHERIFF'S OFFICE TO PARTICPATE IN THE FY 2009 RESGISTERED SEX OFFENDER ADDRESS AND RESIDENCY PROGRAM

WHEREAS, the Washington Association of Sheriffs & Police Chiefs requested Request For Qualifications to participate in the Registered Sex Offender Address and Residency Verification Program; and

WHEREAS, the Benton County Sheriff's Office submitted a Request for Qualifications and was awarded \$131,252.63 for the period of July 1, 2008 through June 30, 2009; and

WHEREAS, the Benton County Sheriff met with local Police Chiefs and it was agreed that the funds would be best used to centralize the registered sex offender address and residency verification with the Benton County Sheriff's Office, **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners approves the attached agreement between the Washington Association of Sheriffs & Police Chiefs and hereby authorizes the Benton County Sheriff to sign such agreement.

Dated this 11 day of August, 2008.

Chairman of the Board

Member

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

Attest: _____

J. Thompson

CC: BCSO, Prosecutor (Rosemary), Auditor Office,

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
INTERAGENCY AGREEMENT
SPECIFIC TERMS AND CONDITIONS**

Registered Sex Offender Address and Residency Verification Program

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS (hereinafter referred to as WASPC) and the Benton County Sheriff's Office (hereinafter referred to as the RECIPIENT).

FUNDING SOURCE

Funding for this AGREEMENT is provided to WASPC from the State of Washington. Funding awarded the RECIPIENT shall not exceed the amount shown on the award letter.

SCOPE OF SERVICES

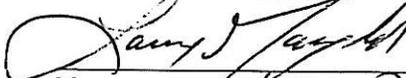
The RECIPIENT shall use the funds awarded to meet the requirements identified in the award letter. A quarterly report, attached, will be submitted within ten days of the end of the quarter. Funds will be disbursed in equal amounts by the end of the reporting month. Delays in report submittal or project related activities may result in delay in disbursement of funds.

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

FOR WASPC:


Name: Donald G. Pierce
Title: Executive Director
Date: July 31, 2008

FOR THE RECIPIENT:


Name: LARRY D. TAYLOR
Title: SHERIFF
Date: 8-5-08

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CANINE BOAT FUND FUND NUMBER 0127-101, DEPARTMENT NUMBER .

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2008
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: Sheriff, Auditor, File, LSK

J. Thompson

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff

Dept Nbr:

Fund Name: Canine Boat Fund

Fund Nbr: 0127-101

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
521.220	3135	Maintenance Repair	\$1,000	594.210	6401	Capital Outlay - Hardware	\$12,500
521.220	4301	Travel	\$500				
521.220	4802	Vehicle Maintenance	\$3,000				
521.230	4301	Travel	\$4,000				
521.230	4905	Training	\$4,000				
TOTAL			\$12,500	TOTAL			\$12,500

Explanation:

The Benton County Sheriff's Office participated in a state program that covered the cost of two new patrol boats. However the cost of the new boats did not include the David Clark System that is used to communicate while performing boat patrols. This line item transfer will allow for the proper accounting of the cost of the David Clark System, which wasn't budgeted during the 2008 budget process.

Prepared by: Julie Thompson

Date: 28-Jul-2008

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT**
CFDA #17.260 BF-WDC Contract No. S-PY08/09-DW



This contract is between Employment Security Department a State of Washington Agency, hereinafter referred to as the "Contractor" and the Benton-Franklin Workforce Development Council a Washington Non-Profit Corporation, Inc., hereinafter referred to as the "BF-WDC". All activities performed pursuant to this contract and all subsequent modifications will be in accordance with the Workforce Investment Act (WIA) of 1998, and its accompanying regulations, and all applicable federal, state, and local laws, rules, and regulations, Washington State policies and guidelines, and the BF-WDC policies and guidelines.

All rights and obligations of the parties to this contract shall be subject to and governed by the General Terms and Conditions attached hereto as Exhibit A, the Statement of Work attached as Exhibit B, the Budget attached as Exhibit C, Certification Regarding Lobbying attached as Exhibit D, and the Certification Regarding Debarment attached as Exhibit E.

The period of performance of this Contract shall commence on July 1, 2008, regardless of the date of execution, and be completed on June 30, 2009, unless terminated sooner as provided herein. If the BF-WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the BF-WDC shall have the right to immediately and unilaterally reduce the maximum amount due, as identified below, or terminate all or part of this contract. If this contract is terminated early under certain circumstances (such as federal rescission of funds), the Contractor may only be entitled to reimbursement of actual WIA expenditures prior to the date of termination.

Payments to the Contractor by the BF-WDC for services performed prior to October 1, 2008, may not exceed \$104,810, and the total amount of payments under this contract is limited to and may not exceed \$510,104. These amounts may only be increased or decreased and amounts shifted between budgeted line items only pursuant to a written, signed contract modification executed by both parties, unless such modification is the result of a unilateral modification by the BF-WDC as allowed under the terms of this contract.

This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE BF-WDC

FOR THE CONTRACTOR

Executive Director Date

Signature Date

Title

Received & Reviewed:

Approved as to form:

Chairman, Benton Co. Commissioners Date

Benton Co. Deputy Prosecuting Attorney Date

Chairman, Franklin Co. Commissioners Date

Franklin Co. Deputy Prosecuting Attorney Date

GENERAL TERMS AND CONDITIONS - EXHIBIT A

A. ACCESS TO RECORDS AND FACILITIES

The BF-WDC, the Office of the Washington State Auditor, federal auditors, the Comptroller General of the United States, and any persons duly authorized by the State Employment Security Department shall have full access to and the right to examine and copy any or all books, records, 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 Contractor's safety and security standards provided in advance to the BF-WDC, to access, examine, and inspect any site used by the Contractor or its agents to conduct, control, or advance the program in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor shall maintain its records and accounts in such a way as to facilitate the audit and examination and assure that subcontractors also maintain records that are auditable in accordance with Generally Accepted Accounting Standards. Access under this section shall be at reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to the BF-WDC.

The Contractor shall include these requirements in all approved contracts awarded to subcontractors.

B. ASSIGNABILITY/SUBCONTRACTOR COMPLIANCE

The Contractor agrees not to assign or subcontract any part or all of its interest in this contract without prior written approval from the BF-WDC except for On-the-Job Training or Classroom Training agreements. Identification of a specific subcontractor in the Statement of Work, Exhibit B, constitutes BF-WDC approval.

All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor shall be held responsible for compliance and performance of all subcontractors. Subcontracts must be in writing and a copy of each subcontract must be provided to the BF-WDC.

C. ASSURANCES

The BF-WDC and the Contractor 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, including without limitation the Workforce Investment Act (WIA), the U.S. Department of Labor's regulations relating to WIA, Federal OMB Circulars, and the Washington State WIA Policies. The Contractor shall also comply with all Benton-Franklin Workforce Development Council Policies and Procedures.

As a condition to the award of this contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998(WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the Contractor makes to carry out the Title 1-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

D. AUDITS

At any time during normal business hours and as often as the BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, Comptroller General of the United States, and any other person duly authorized by the BF-WDC deem necessary, the Contractor shall make its records available. The BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, and any persons duly authorized by the BF-WDC shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that subcontractors also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its subcontractors.

The Contractor shall adhere to applicable federal Office of Management and Budget Circulars, and other applicable federal and state regulations.

E. INDEMNIFICATION, INSURANCE AND BONDING

1. Indemnification

The Contractor will protect, save, and hold harmless the BF-WDC, Benton County and Franklin County, and all employees of each of them, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Contractor. In the case of negligence of both the BF-WDC and the Contractor, any damages shall be levied in proportion to the percentage of negligence attributable to each party.

2. Insurance and Bonding

The Contractor shall carry, without interruption during the term of this contract, 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.

The Contractor agrees to maintain, without interruption during the term of this contract, a fidelity bond in an amount consisting of the greater of \$100,000 or the largest monthly reimbursement under this contract which will cover all officers, directors, or employees authorized to act on behalf of the contractor or any subcontractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs.

The Contractor shall maintain automobile liability insurance, with a minimum limit of \$1,000,000 when vehicles owned or leased by the contractor or its employees, subcontractors or volunteers are used to provide services in performance of this contract.

If requested, the Contractor will provide the BF-WDC Executive Director with a copy of the applicable insurance face sheet(s) or certification reflecting these coverage(s). Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

The Contractor shall immediately notify the BF-WDC Executive Director if either insurance or bonding coverage is terminated during the term of the contract or is reduced below contractual requirements.

The Contractor shall carry and maintain professional liability insurance and if requested and/or required by law or agreement, provide proof of professional liability insurance in coverage amounts satisfactory to the BF-WDC.

F. CHANGES AND MODIFICATIONS

1. Unilateral Modification

This contract may be unilaterally modified at any time by the BF-WDC if required by changes in Federal or State laws, regulations, or rules. The Contractor must accept the unilateral modification or may elect to give immediate notice of contract termination.

2. Bilateral Modification

This contract may be bilaterally modified at any time by the execution of a written, signed contract modification executed by both parties to this contract.

3. Budget Adjustments

Except as set forth below, a written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to and approved by the BF-WDC Executive Director, and followed up by a formal modification to the contract prior to expenditure of funds by the Contractor.

Individual line items may be over expended, up to a maximum of 10% of the expenditure line item, without pre-approval by the BF-WDC Executive Director, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this Agreement.

G. CONTRACT TERMINATION

This contract may be terminated early in whole or in part for any of the following reasons:

1. Either party may terminate this contract for convenience by giving 90 calendar days advance written notice to the other party in person or by certified mail. The 90-day period shall commence when notice is deposited with the post office or personally delivered;
2. Either party may terminate this contract immediately for cause by giving written notice. Breach of any of the contract terms or attachments shall constitute cause for termination
3. If the BF-WDC fails to receive sufficient WIA funding to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the BF-WDC shall have the right to immediately and unilaterally reduce the maximum contract amount or terminate all or part of this contract;
4. The BF-WDC may terminate this contract for cause if the Contractor appears on the register of employers in contempt of court for violations of the National Labor Relations Act;
5. The BF-WDC reserves the right to terminate this contract if the Contractor fails to perform according to planned services, outcome, and expenditures goals;
6. Contractor may immediately terminate this contract if it declines the BF-WDC's right to unilaterally modify the contract pursuant to Section F1.
7. If this contract is terminated early, the Contractor shall only be entitled to reimbursement of actual WIA expenditures incurred prior to the date of termination. The BF-WDC has the authority to take possession of all records regarding this contract, including participant and accounting records, in the event of early termination of the contract.

H. CONFLICT OF INTEREST/CODE OF CONDUCT

The Contractor, including its agents and employees, will comply with all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest. The Contractor shall make available to the BF-WDC, upon request, a copy of its company's Conflict of Interest Policy. The Contractor further agrees to make available to its agents and employees copies of all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest.

I. DEBARMENT AND SUSPENSION

For contracts valued at \$100,000 or more, the Contractor shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, - "Debarment and Suspension", codified at 29 CFR part 98.

J. DRUG-FREE WORKPLACE

The Contractor must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR Part 98.

K. INDEPENDENT CAPACITY OF CONTRACTOR

All parties to this contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

L. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall provide or purchase industrial insurance coverage prior to performing activities under this Contract. The BF-WDC will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for the Contractor, or any subcontractor, or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums on behalf of its employees, the BF-WDC may deduct the amount of premiums owing from the amounts payable to the Contractor under this Contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance.

M. JURISDICTION

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in either Benton County or Franklin County.

N. LEGAL AUTHORITY

The Contractor certifies that it possesses the legal authority to execute this contract and to perform required work.

O. LOBBYING ACTIVITIES

The Contractor has provided, as Exhibit D to this contract, its certification that it is in compliance with the requirements of 29 CFR Part 93, restricting lobbying activities. The Contractor shall also make available, upon request, required disclosure information if the Contractor participates in lobbying activities during the Contract period.

P. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this contract 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 Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity.

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including 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.

The Contractor must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIA Title 1-financially assisted program or activity;

Providing opportunities in, or treating any person in regard to, such a program or activity; or

Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the State EO Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity. The State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; 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 file. 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 Contractor 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 WIA Title I financially assisted programs or activities.

"(NAME OF ORGANIZATION) is an equal opportunity employer and Contractor of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

Q. RECORDS RETENTION

The Contractor shall:

1. Retain all financial, statistical, property records and supporting documentation for a period of

three years following the BF-WDC's receipt of the contract closeout package required under section AA. 2 below.

2. Retain records for a period of three years after final disposition of assets, if any, acquired with contract funds that have a useful life of more than one year and a unit acquisition cost of \$5,000.
3. Retain those records mentioned in 1. and 2. above beyond the three year period if any litigation or audit is begun, or if a claim is instituted involving the Contract Agreement, or agreement covered by the records. In these instances, the records shall be retained from three years after the litigation, audit, or claim has been resolved.
4. Records regarding discrimination complaints and actions taken there under are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.
5. Retain, and upon request from the BF-WDC, shall transfer to the BF-WDC any and all WIA-related records, reports, applicant and participant files, and other documentation and physical evidence not otherwise specified above.

R. RESOLUTION OF 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. The existing or hereinafter amended Workforce Investment Act (WIA), the Department of Labor's (DOL) regulations relating to WIA, and the Washington State WIA Policies, and any applicable Washington State Regulations.
2. The Contract and its modifications.
3. The BF-WDC Strategic Plan and Operational Overview and its modifications.

S. SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior appropriations acts under the heading 'Employment and Training', as that phrase is defined in the Training and Employment Guidance Letter #5-06 issued by the U. S. Department of Labor, that are available for expenditure by the Contractor on or after June 15, 2006, shall be used by Contractor or its subcontractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II as defined in section 101 of Public Law 109-149, except as provided under section 101 thereunder. This limitation shall not apply to the extent Contractor provides "goods and services" as defined in OMB circular A-133. The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation by the Contractor that the Contractor has read Training and Employment Guidance Letter #5-06 and is in compliance.

The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation that the Contractor has read the above special conditions and is in compliance.

T. SAFEGUARDING OF PARTICIPANT INFORMATION

The Contractor shall not divulge such information without the written consent of the participant, except for disclosures required by law, court process, order, or decree. All participant information shall be made available upon request to parties having responsibilities for monitoring or evaluating the services and performances under the contract, and to governmental authorities to the extent necessary for the proper contract administration. The Contractor agrees to otherwise maintain the confidentiality of participant information to the extent allowed by law.

U. INFORMATION TECHNOLOGY RESOURCES

The Contractor must conform to Washington State WIA Policy #3460 and Employment Security Department (ESD) Policy and Procedure #2016 when using ESD-provided state-owned information technology resources. Contractor staff shall conform to WorkSource Columbia Basin policy regarding computer and e-mail usage.

V. TAXES

It is mutually agreed and understood that all payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor's staff, shall be the sole liability of the Contractor.

W. USE OF NAME PROHIBITED

The Contractor shall not in any way contract on behalf of or in the name of the BF-WDC.

X. WAIVER

A failure by the BF-WDC 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 BF-WDC and attached to the original contract.

Y. DAVIS-BACON ACT

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

Z. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

AA. PAYMENTS AND CLOSEOUT

1. Payment Requests

All payments to the Contractor shall be for reimbursement of costs incurred by the Contractor and shall not exceed the total amount set forth in the Budget attached as Exhibit C. All payment requests shall be submitted in a timely manner and in accordance with BF-WDC requirements and procedures governing reimbursements. The BF-WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to processing a Contractor's reimbursement request.

2. Contract Closeout

Upon expiration or termination of this contract, the Contractor shall provide the BF-WDC with a complete closeout package within 45 calendar days. A closeout accomplishes the financial end of the contract services and should include appropriate accruals. Closeout packages must comply with BF-WDC requirements and must follow the prescribed formats.

BB. ACCOUNTING AND AUDIT PROVISIONS

1. Generally Accepted Accounting Principles

The Contractor must establish and continually maintain an adequate accounting system in accordance with generally accepted accounting principles and standards as required by Federal, State and local laws, regulations, and policies, including, but not limited to, Section 136(f) of WIA and 20 CFR 629.35. This system shall include, but not be limited to: maintenance of a system of cross checks on receipts, deposits, account balances, payments and withdrawals and a prohibition against co-mingling of funds.

2. Cost Allocation Plan

The Contractor must maintain a Cost Allocation Plan (CAP) to support the distribution of any costs attributable to programs and/or activities under more than one contract. All costs included in the CAP will be supported by accounting records that will substantiate the propriety of charges. Budget allocations alone are not adequate allocation documentation. The Contractor will retain on file documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in no payment, or a reduced payment, until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

3. Program Income

Program income means income received by the Contractor that has been generated by contract supported activity, or earned as a result of the contract as defined in Federal and State regulations. If the Contractor is a public or private non-profit entity, all revenues in excess of costs for each separate program are to be treated as program income. Program income retained by the Contractor must be expended for additional training or training related services for WDC approved job training programs operated consistent with the WIA. The Contractor will be responsible for tracking contract revenues and expenditures separately for each program in accordance with Federal, State and WDC policies and procedures.

4. Stand-In Costs

Stand-in costs allowed under WIA may be reimbursed in lieu of reimbursement for costs disallowed under WIA. To obtain any reimbursement for stand-in costs under this provision, all stand-in costs must be reported by cost category on the WIA Monthly Fiscal Report submitted to the WDC; must be supported with back-up documentation; and, included within the scope of the Contractor's audit and accounted for in the Contractor's financial system. In order to get reimbursement for a stand-in cost, it shall be from the same title and program year as the costs that it is proposed to replace, and shall not result in a violation of the applicable cost limitations.

5. Indirect Cost Rate

Any indirect cost rates must be approved by a cognizant federal agency.

6. Payment Denial

The BF-WDC has the right to deny all or a portion of any payment request based upon any of the following: a) failure to comply with any contract provision, all of which are deemed to be material; b) failure to comply with any BF-WDC policy, or contractual terms and conditions; c) allegations of fraud or abuse as defined in federal/state regulations (see Section CC below); d) recoupment of costs disallowed under this or a previous BF-WDC contract; e) recoupment of amounts otherwise owed to the BF-WDC; or, f) failure to receive federal funds, upon which funding for this contract is based.

7. Single Audit Act Requirement

As a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for review or audit by officials or representatives of the BF-WDC, the General Accounting Office, the State Employment Security Department, the Comptroller General of the United States, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all subcontracts. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure a single or program-specific audit for that year. Upon completion of each audit, the Contractor and/or subcontractors shall submit, to the BF-WDC, the appropriate documentation as required in OMB Circular A-133 and State WIA Audit Policy.

Failure by the Contractor to comply with this section shall constitute a material breach of contract upon which the BF-WDC may cancel, terminate, or suspend this contract, or disallow payment previously received or requested by the Contractor.

CC. FRAUD OR ABUSE

The Contractor will administer its programs with safeguards, including proper internal controls necessary to reasonably prevent fraud and abuse. In the event of allegations of fraud or abuse as defined in federal and state regulations, the BF-WDC reserves the right to withhold contract payments in whole or in part until a determination on the merits of the allegation is made. Such a determination shall not supersede or replace final disallowed cost resolution procedures.

DD. GRIEVANCES & DISPUTES

The Contractor will develop and maintain a system for resolving applicant and client grievances. A copy shall be made available to clients and applicants for contracted services. Such procedures shall include time frames for filing a grievance and provide opportunities for informal and formal resolution. For grievances arising from the delivery of contracted services, the grievance procedures must include the right of the grievant to appeal to the BF-WDC Executive Director. Applicants shall be advised of the grievance procedures and their right to due process if they feel they have been wrongfully denied or terminated from services.

Any dispute regarding a question of fact, a term, or a responsibility arising under this Contract shall be resolved as follows:

A written description of the problem will be forwarded to the BF-WDC Executive Director for consideration by the Executive Director or the Executive Director's appointed representative. The Executive Director or the Executive Director's appointed representative will make a recommendation for resolution of the dispute with 14 working days after receipt of the written description. Neither party shall have recourse to the courts unless this procedure has been utilized.

EE. DELIVERY OF SERVICES

The Contractor agrees to deliver the quality, quantity and type of services as specified in Exhibit B, the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BF-WDC. All Contractor staff performing direct services under this contract shall meet minimum qualifications for the positions they hold as identified by the WorkKeys® position skills profile they are assigned.

The Contractor agrees to provide services associated with this contract in a manner that supports the vision of the one-stop service delivery system.

FF. NOTICE OF CLAIMS

Notice shall be promptly submitted to the BF-WDC of any action or claim being brought against the Contractor resulting from this contract.

GG. DISALLOWED COSTS

In the event of disallowed contract costs, each party agrees to bear its own litigation costs.

HH. LITIGATION COSTS

The Contractor agrees that WIA funds cannot be used to litigate against the BF-WDC, or against the federal, state, or county governments.

II. NEPOTISM

The Contractor shall not hire nor permit the hiring of any person in a position funded under this contract if the Contractor employs a member of the person's immediate family in an administrative capacity. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including selection, hiring or supervisory responsibilities.

JJ. PUBLIC STATEMENTS, CORRESPONDENCE MATERIAL AND MARKETING PUBLICATIONS

The Contractor shall indicate in any press release or statement to the public related to the program that it is funded by the BF-WDC and from funds made available under WIA. The Contractor shall identify the BF-WDC on all WIA funded correspondence material and marketing publications.

KK. REPORTS, MANAGEMENT INFORMATION SYSTEMS, EVALUATIONS, MONITORING, RECORDS

1. REPORTS

The Contractor shall submit all financial and other reports required by the BF-WDC, and shall provide access to staff and copies of all records and data necessary to verify or clarify information requested or provided in such reports.

2. EVALUATIONS AND MONITORING

The BF-WDC will conduct ongoing evaluation and monitoring of the Contractor's program. Evaluation and monitoring will include, but may not be limited to, contract compliance and effectiveness of the program contracted. The Contractor shall monitor its own program inclusive of any subcontracts and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud or abuse, and to regularly assess and evaluate program effectiveness.

LL. NOTICES

Notices, reports and payments shall be sent to the following individuals and addresses.

BF-WDC

Michelle Mann, Executive Director
Benton-Franklin Workforce Development Council
815 N. Kellogg, Suite C
Kennewick, WA 99336

CONTRACTOR

Todd Dixon, Area Director
Employment Security Department
815 N. Kellogg, Suite D
Kennewick, WA 99336

The individuals and addresses listed above may be changed by written notice to the parties.

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 basis:

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 Investment Act of 1998 (WIA), 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 WIA 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 WIA 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 activity.

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 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 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 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 30 days of the 90-day deadline (in other words, within 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 30 days of the date on which you received the Notice of Final Action.”

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her 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 and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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

Date

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 Contractor signatory) certifies, to the best of his or her 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, such prospective participant shall attach an explanation of this proposal (or plan).

Signature of Authorized Certifying Official

Title

Date

Exhibit B

STATEMENT OF WORK

DESCRIPTION OF WIA I-B SERVICES FOR DISLOCATED WORKERS

The One-Stop system is the basic delivery system for dislocated worker services. Through this system, dislocated workers can access a continuum of services organized into three levels: core, intensive, and training.

WIA-funded core services may include an initial assessment providing information about the individual's skill levels, aptitudes, interests, and support service needs; job search and placement assistance. To be eligible to receive core services as a dislocated worker, an individual must meet the definition of "dislocated worker" at WIA section 101(9) and established local policies and procedures.

WIA-funded intensive services may include out-of-area job search activities; literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan. To be eligible to receive intensive services as an employed or unemployed dislocated worker, the individual must have received a core service and be determined by the Contractor to be in need of intensive services to obtain or retain employment that leads to self-sufficiency.

The majority of WIA dislocated worker funding will be for development and delivery of integrated services through WorkSource Columbia Basin. This will include individuals in non-traditional training, displaced homemakers, and persons with multiple barriers. Services to Dislocated and Incumbent workers will be coordinated with Worker Retraining services and the Job Skills Program to ensure funds are coordinated in a manner that maximizes the number of workers receiving opportunities for training and skills upgrade. The focus will be for workers to obtain employment as soon as possible after a lay-off occurs or to retain employment by upgrading skills. Skills upgrades and retraining will be evaluated against current labor market forecasts and demand.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered basic skills training and related services, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non -WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the-job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. Client Activities

The Contractor shall deliver client services in a manner that supports the WIA-IB services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of client services. Contractor staff shall perform the following critical work functions and key activities surrounding WIA client services within policies and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Providing support services necessary for an individual to participate
- Consulting regarding education and training opportunities
- Coordinating services
- Developing and maintaining records

- Coordinating with Marketing and Business Services for placement, wage progression, and retention services; referral services for work-ready job seekers; development of employment contracts (OJTs & Customized Employment); and assessment of job seeker inventories
- Maintaining and enhancing (staff) professional competencies

B. Follow-up & Retention Services

The Contractor will provide appropriate follow-up services throughout the term of this Agreement to participants who are placed in unsubsidized employment. Contractor retention staff and/or employment advisors will coordinate with Business Services for job retention and wage progression, and act as a point of contact for employers for job retention issues.

C. Training Services

The Contractor will assist eligible enrolled customers, identified as being in need of training services, establish Individual Training Accounts (ITA's) and access lists of eligible providers and programs of training. WIA Title I-B training funds can only be used as the source of last resort after all other grant assistance that may be available for training has been exhausted. Prior to any training service funded by WIA Title I-B, the client services file must document the need and include an Individual Employment Strategy Plan (IESP).

D. Apprenticeship Opportunities

The Contractor will work in cooperation with local labor organizations in coordination with the Business and Marketing Services at WorkSource Columbia Basin to refer and encourage program enrollees to explore "pre-apprenticeship" programs, in particular women and minorities who are interested in non-traditional occupations. Several trades' apprenticeship programs have pre-requisites to entering the program, which include educational skills criteria. Staff will ensure enrollees are exposed to basic skills remediation, GED attainment and other means to specific and necessary academic education, so that individuals can qualify for application and consideration for apprenticeship training. These activities will be identified in the individual plan for training and employment.

E. WorkSource Columbia Basin Operations

Contractor staff stationed at WorkSource Columbia Basin (WSCB) will work within established policies and procedures of the One Stop Center to ensure quality services to job seeker and business customers.

F. Integrated Functional WorkSource Services

The Contractor will deliver services in a manner that supports the WorkSource Columbia Basin One-Stop delivery system vision and mission and the Benton-Franklin Workforce Development Council's Strategic Plan. The new "One Step Ahead" service delivery system is a skill-based system where the workforce is considered a talent force. It is demand drive and skill focused with integrated and responsive services with employer involvement.

The Contractor is responsible for performing the following functions for program participants:

1. Assessments and Workshops
 - Facilitate assessments of customers to further refine their career pathway
 - Facilitate workshops such as the Job Hunter Series to increase employability skills.
2. Job Readiness
 - Document WIA dislocated worker eligibility.
 - Provide WIA employment services to dislocated workers and maintain client files
 - Provide additional support for targeted clients to increase employability
3. Job Connection
 - Refer job seekers based on policy.
 - Identify skill clusters
 - Provide WIA dislocated worker retention and follow up services

G. Minimum Spending Levels

The Contractor shall expend a minimum of **85%** of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

H. Quality Assurance

The Contractor shall assure continuous improvement of organizational quality and service excellence through an outcomes measurement and management system. The selected system will define and prioritize quality and outcome expectations of customers and partners; collect data on service delivery; and, communicate information regularly with internal and external customers, partners, and the WDC.

I. Creative Thinking and Problem Solving

Creative thinking and problem solving by the Contractor that leads to new ideas and processes for service delivery is expected and supported by the WDC. New ideas and processes should be tested through "pilot programs" or "beta test group" to assure success and limit exposure.

Problem solving at the supervisor and/or management level is expected and supported by the WDC on case management and WorkSource team issues. If problems are program related, assistance is available from the WDC project coordinators.

J. WIA Performance Measurements:

The Contractor is responsible for meeting, and encouraged to exceed, the following Benton-Franklin Workforce Development Council's negotiated State and Federal Dislocated Worker performance measures for Year 2008/2009:

Federal Dislocated Worker Measures:	
Entered Employment Rate	86.8%
Employment Retention Rate	90.4%
Earnings	\$16,837
Employment & Certificate Rate	71.6%
Employer Satisfaction	69.5%
Participant Satisfaction	78.0%
State Dislocated Worker Measures:	
Credential	69.3%
Employment	84.0%
Earnings	\$30,079
Participant Satisfaction	91%

K. Enrollments and Exits

The Contractor is required to meet the following enrollment and exit totals. The desired outcome is to meet these totals on a quarterly basis. The Contractor shall provide monthly performance reporting, which identifies progress toward attainment of performance measures as they relate to negotiated enrollments and exits.

	2008	2008	2009	2009
Enrollments	September	December	March	June
Carry-ins	36	36	36	36
New Enrollments	34	74	100	117
Cumulative Total	70	110	136	153
Exits				
Carry-ins	18	18	28	36
New Enrollments	8	16	34	74
Cumulative Total	26	34	62	110

EXHIBIT C - BUDGET

CONTRACTOR: Employment Security
PROGRAM TITLE: WIA Dislocated Worker
PROGRAM YEAR: PY08/09
EFFECTIVE DATE: 7/1/2008

Budget Line Item	Total
Salaries & Benefits	\$ 298,797
Other Direct Costs	\$ 12,014
Direct Participant Costs	\$ 176,715
Indirect Costs	\$ 22,578
Total	\$ 510,104

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WORKFORCE INVESTMENT ACT SERVICE PROVIDER CONTRACT CFDA #17.258 BF-WDC Contract No. S-PY08/09-Adult
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This contract is between Columbia Industries a Washington Non-Profit Corporation, hereinafter referred to as the "Contractor", and the Benton-Franklin Workforce Development Council a Washington Non-Profit Corporation, Inc., hereinafter referred to as the "BF-WDC". All activities performed pursuant to this contract and all subsequent modifications will be in accordance with the Workforce Investment Act (WIA) of 1998, and its accompanying regulations, and all applicable federal, state, and local laws, rules, and regulations, Washington State policies and guidelines, and the BF-WDC policies and guidelines.

All rights and obligations of the parties to this contract shall be subject to and governed by the General Terms and Conditions attached hereto as Exhibit A, the Statement of Work attached as Exhibit B, the Budget attached as Exhibit C, Certification Regarding Lobbying attached as Exhibit D, and the Certification Regarding Debarment attached as Exhibit E.

The period of performance of this Contract shall commence on July 1, 2008, regardless of the date of execution, and be completed on June 30, 2009, unless terminated sooner as provided herein. If the BF-WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the BF-WDC shall have the right to immediately and unilaterally reduce the maximum amount due, as identified below, or terminate all or part of this contract. If this contract is terminated early under certain circumstances (such as federal rescission of funds), the Contractor may only be entitled to reimbursement of actual WIA expenditures prior to the date of termination.

Payments to the Contractor by the BF-WDC for services performed prior to October 1, 2008, may not exceed \$67,309, and the total amount of payments under this contract is limited to and may not exceed \$432,752. These amounts may only be increased or decreased and amounts shifted between budgeted line items only pursuant to a written, signed contract modification executed by both parties, unless such modification is the result of a unilateral modification by the BF-WDC as allowed under the terms of this contract.

This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE BF-WDC

FOR THE CONTRACTOR

Executive Director Date

Signature Date

Title

Received & Reviewed:

Approved as to form:

Chairman, Benton Co. Commissioners Date

Benton Co. Deputy Prosecuting Attorney Date

Chairman, Franklin Co. Commissioners Date

Franklin Co. Deputy Prosecuting Attorney Date

GENERAL TERMS AND CONDITIONS - EXHIBIT A

A. ACCESS TO RECORDS AND FACILITIES

The BF-WDC, the Office of the Washington State Auditor, federal auditors, the Comptroller General of the United States, and any persons duly authorized by the State Employment Security Department shall have full access to and the right to examine and copy any or all books, records, 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 Contractor's safety and security standards provided in advance to the BF-WDC, to access, examine, and inspect any site used by the Contractor or its agents to conduct, control, or advance the program in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor shall maintain its records and accounts in such a way as to facilitate the audit and examination and assure that subcontractors also maintain records that are auditable in accordance with Generally Accepted Accounting Standards. Access under this section shall be at reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to the BF-WDC.

The Contractor shall include these requirements in all approved contracts awarded to subcontractors.

B. ASSIGNABILITY/SUBCONTRACTOR COMPLIANCE

The Contractor agrees not to assign or subcontract any part or all of its interest in this contract without prior written approval from the BF-WDC except for On-the-Job Training or Classroom Training agreements. Identification of a specific subcontractor in the Statement of Work, Exhibit B, constitutes BF-WDC approval.

All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor shall be held responsible for compliance and performance of all subcontractors. Subcontracts must be in writing and a copy of each subcontract must be provided to the BF-WDC.

C. ASSURANCES

The BF-WDC and the Contractor 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, including without limitation the Workforce Investment Act (WIA), the U.S. Department of Labor's regulations relating to WIA, Federal OMB Circulars, and the Washington State WIA Policies. The Contractor shall also comply with all Benton-Franklin Workforce Development Council Policies and Procedures.

As a condition to the award of this contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998(WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the Contractor makes to carry out the Title 1-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

D. AUDITS

At any time during normal business hours and as often as the BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, Comptroller General of the United States, and any other person duly authorized by the BF-WDC deem necessary, the Contractor shall make its records available. The BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, and any persons duly authorized by the BF-WDC shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that subcontractors also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its subcontractors.

The Contractor shall adhere to applicable federal Office of Management and Budget Circulars, and other applicable federal and state regulations.

E. INDEMNIFICATION, INSURANCE AND BONDING

1. Indemnification

The Contractor will protect, save, and hold harmless the BF-WDC, Benton County and Franklin County, and all employees of each of them, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Contractor. In the case of negligence of both the BF-WDC and the Contractor, any damages shall be levied in proportion to the percentage of negligence attributable to each party.

2. Insurance and Bonding

The Contractor shall carry, without interruption during the term of this contract, 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.

The Contractor agrees to maintain, without interruption during the term of this contract, a fidelity bond in an amount consisting of the greater of \$100,000 or the largest monthly reimbursement under this contract which will cover all officers, directors, or employees authorized to act on behalf of the contractor or any subcontractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs.

The Contractor shall maintain automobile liability insurance, with a minimum limit of \$1,000,000 when vehicles owned or leased by the contractor or its employees, subcontractors or volunteers are used to provide services in performance of this contract.

If requested, the Contractor will provide the BF-WDC Executive Director with a copy of the applicable insurance face sheet(s) or certification reflecting these coverage(s). Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

The Contractor shall immediately notify the BF-WDC Executive Director if either insurance or bonding coverage is terminated during the term of the contract or is reduced below contractual requirements.

The Contractor shall carry and maintain professional liability insurance and if requested and/or required by law or agreement, provide proof of professional liability insurance in coverage amounts satisfactory to the BF-WDC.

F. CHANGES AND MODIFICATIONS

1. Unilateral Modification

This contract may be unilaterally modified at any time by the BF-WDC if required by changes in Federal or State laws, regulations, or rules. The Contractor must accept the unilateral modification or may elect to give immediate notice of contract termination.

2. Bilateral Modification

This contract may be bilaterally modified at any time by the execution of a written, signed contract modification executed by both parties to this contract.

3. Budget Adjustments

Except as set forth below, a written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to and approved by the BF-WDC Executive Director, and followed up by a formal modification to the contract prior to expenditure of funds by the Contractor.

Individual line items may be over expended, up to a maximum of 10% of the expenditure line item, without pre-approval by the BF-WDC Executive Director, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this Agreement.

G. CONTRACT TERMINATION

This contract may be terminated early in whole or in part for any of the following reasons:

1. Either party may terminate this contract for convenience by giving 90 calendar days advance written notice to the other party in person or by certified mail. The 90-day period shall commence when notice is deposited with the post office or personally delivered;
2. Either party may terminate this contract immediately for cause by giving written notice. Breach of any of the contract terms or attachments shall constitute cause for termination
3. If the BF-WDC fails to receive sufficient WIA funding to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the BF-WDC shall have the right to immediately and unilaterally reduce the maximum contract amount or terminate all or part of this contract;
4. The BF-WDC may terminate this contract for cause if the Contractor appears on the register of employers in contempt of court for violations of the National Labor Relations Act;
5. The BF-WDC reserves the right to terminate this contract if the Contractor fails to perform according to planned services, outcome, and expenditures goals;
6. Contractor may immediately terminate this contract if it declines the BF-WDC's right to unilaterally modify the contract pursuant to Section F1.
7. If this contract is terminated early, the Contractor shall only be entitled to reimbursement of actual WIA expenditures incurred prior to the date of termination. The BF-WDC has the authority to take possession of all records regarding this contract, including participant and accounting records, in the event of early termination of the contract.

H. CONFLICT OF INTEREST/CODE OF CONDUCT

The Contractor, including its agents and employees, will comply with all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest. The Contractor shall make available to the BF-WDC, upon request, a copy of its company's Conflict of Interest Policy. The Contractor further agrees to make available to its agents and employees copies of all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest.

I. DEBARMENT AND SUSPENSION

For contracts valued at \$100,000 or more, the Contractor shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, - "Debarment and Suspension", codified at 29 CFR part 98.

J. DRUG-FREE WORKPLACE

The Contractor must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR Part 98.

K. INDEPENDENT CAPACITY OF CONTRACTOR

All parties to this contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

L. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall provide or purchase industrial insurance coverage prior to performing activities under this Contract. The BF-WDC will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for the Contractor, or any subcontractor, or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums on behalf of its employees, the BF-WDC may deduct the amount of premiums owing from the amounts payable to the Contractor under this Contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance.

M. JURISDICTION

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in either Benton County or Franklin County.

N. LEGAL AUTHORITY

The Contractor certifies that it possesses the legal authority to execute this contract and to perform required work.

O. LOBBYING ACTIVITIES

The Contractor has provided, as Exhibit D to this contract, its certification that it is in compliance with the requirements of 29 CFR Part 93, restricting lobbying activities. The Contractor shall also make available, upon request, required disclosure information if the Contractor participates in lobbying activities during the Contract period.

P. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this contract 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 Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity.

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including 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.

The Contractor must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIA Title 1-financially assisted program or activity;

Providing opportunities in, or treating any person in regard to, such a program or activity; or

Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the State EO Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity. The State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; 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 file. 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 Contractor 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 WIA Title I financially assisted programs or activities.

"(NAME OF ORGANIZATION) is an equal opportunity employer and Contractor of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

Q. RECORDS RETENTION

The Contractor shall:

1. Retain all financial, statistical, property records and supporting documentation for a period of

three years following the BF-WDC's receipt of the contract closeout package required under section AA. 2 below.

2. Retain records for a period of three years after final disposition of assets, if any, acquired with contract funds that have a useful life of more than one year and a unit acquisition cost of \$5,000.
3. Retain those records mentioned in 1. and 2. above beyond the three year period if any litigation or audit is begun, or if a claim is instituted involving the Contract Agreement, or agreement covered by the records. In these instances, the records shall be retained from three years after the litigation, audit, or claim has been resolved.
4. Records regarding discrimination complaints and actions taken there under are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.
5. Retain, and upon request from the BF-WDC, shall transfer to the BF-WDC any and all WIA-related records, reports, applicant and participant files, and other documentation and physical evidence not otherwise specified above.

R. RESOLUTION OF 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. The existing or hereinafter amended Workforce Investment Act (WIA), the Department of Labor's (DOL) regulations relating to WIA, and the Washington State WIA Policies, and any applicable Washington State Regulations.
2. The Contract and its modifications.
3. The BF-WDC Strategic Plan and Operational Overview and its modifications.

S. SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior appropriations acts under the heading 'Employment and Training', as that phrase is defined in the Training and Employment Guidance Letter #5-06 issued by the U. S. Department of Labor, that are available for expenditure by the Contractor on or after June 15, 2006, shall be used by Contractor or its subcontractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II as defined in section 101 of Public Law 109-149, except as provided under section 101 thereunder. This limitation shall not apply to the extent Contractor provides "goods and services" as defined in OMB circular A-133. The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation by the Contractor that the Contractor has read Training and Employment Guidance Letter #5-06 and is in compliance.

The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation that the Contractor has read the above special conditions and is in compliance.

T. SAFEGUARDING OF PARTICIPANT INFORMATION

The Contractor shall not divulge such information without the written consent of the participant, except for disclosures required by law, court process, order, or decree. All participant information shall be made available upon request to parties having responsibilities for monitoring or evaluating the services and performances under the contract, and to governmental authorities to the extent necessary for the proper contract administration. The Contractor agrees to otherwise maintain the confidentiality of participant information to the extent allowed by law.

U. INFORMATION TECHNOLOGY RESOURCES

The Contractor must conform to Washington State WIA Policy #3460 and Employment Security Department (ESD) Policy and Procedure #2016 when using ESD-provided state-owned information technology resources. Contractor staff shall conform to WorkSource Columbia Basin policy regarding computer and e-mail usage.

V. TAXES

It is mutually agreed and understood that all payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor's staff, shall be the sole liability of the Contractor.

W. USE OF NAME PROHIBITED

The Contractor shall not in any way contract on behalf of or in the name of the BF-WDC.

X. WAIVER

A failure by the BF-WDC 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 BF-WDC and attached to the original contract.

Y. DAVIS-BACON ACT

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

Z. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

AA. PAYMENTS AND CLOSEOUT

1. Payment Requests

All payments to the Contractor shall be for reimbursement of costs incurred by the Contractor and shall not exceed the total amount set forth in the Budget attached as Exhibit C. All payment requests shall be submitted in a timely manner and in accordance with BF-WDC requirements and procedures governing reimbursements. The BF-WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to processing a Contractor's reimbursement request.

2. Contract Closeout

Upon expiration or termination of this contract, the Contractor shall provide the BF-WDC with a complete closeout package within 45 calendar days. A closeout accomplishes the financial end of the contract services and should include appropriate accruals. Closeout packages must comply with BF-WDC requirements and must follow the prescribed formats.

BB. ACCOUNTING AND AUDIT PROVISIONS

1. Generally Accepted Accounting Principles

The Contractor must establish and continually maintain an adequate accounting system in accordance with generally accepted accounting principles and standards as required by Federal, State and local laws, regulations, and policies, including, but not limited to, Section 136(f) of WIA and 20 CFR 629.35. This system shall include, but not be limited to: maintenance of a system of cross checks on receipts, deposits, account balances, payments and withdrawals and a prohibition against co-mingling of funds.

2. Cost Allocation Plan

The Contractor must maintain a Cost Allocation Plan (CAP) to support the distribution of any costs attributable to programs and/or activities under more than one contract. All costs included in the CAP will be supported by accounting records that will substantiate the propriety of charges. Budget allocations alone are not adequate allocation documentation. The Contractor will retain on file documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in no payment, or a reduced payment, until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

3. Program Income

Program income means income received by the Contractor that has been generated by contract supported activity, or earned as a result of the contract as defined in Federal and State regulations. If the Contractor is a public or private non-profit entity, all revenues in excess of costs for each separate program are to be treated as program income. Program income retained by the Contractor must be expended for additional training or training related services for WDC approved job training programs operated consistent with the WIA. The Contractor will be responsible for tracking contract revenues and expenditures separately for each program in accordance with Federal, State and WDC policies and procedures.

4. Stand-In Costs

Stand-in costs allowed under WIA may be reimbursed in lieu of reimbursement for costs disallowed under WIA. To obtain any reimbursement for stand-in costs under this provision, all stand-in costs must be reported by cost category on the WIA Monthly Fiscal Report submitted to the WDC; must be supported with back-up documentation; and, included within the scope of the Contractor's audit and accounted for in the Contractor's financial system. In order to get reimbursement for a stand-in cost, it shall be from the same title and program year as the costs that it is proposed to replace, and shall not result in a violation of the applicable cost limitations.

5. Indirect Cost Rate

Any indirect cost rates must be approved by a cognizant federal agency.

6. Payment Denial

The BF-WDC has the right to deny all or a portion of any payment request based upon any of the following: a) failure to comply with any contract provision, all of which are deemed to be material; b) failure to comply with any BF-WDC policy, or contractual terms and conditions; c) allegations of fraud or abuse as defined in federal/state regulations (see Section CC below); d) recoupment of costs disallowed under this or a previous BF-WDC contract; e) recoupment of amounts otherwise owed to the BF-WDC; or, f) failure to receive federal funds, upon which funding for this contract is based.

7. Single Audit Act Requirement

As a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for review or audit by officials or representatives of the BF-WDC, the General Accounting Office, the State Employment Security Department, the Comptroller General of the United States, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all subcontracts. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure a single or program-specific audit for that year. Upon completion of each audit, the Contractor and/or subcontractors shall submit, to the BF-WDC, the appropriate documentation as required in OMB Circular A-133 and State WIA Audit Policy.

Failure by the Contractor to comply with this section shall constitute a material breach of contract upon which the BF-WDC may cancel, terminate, or suspend this contract, or disallow payment previously received or requested by the Contractor.

CC. FRAUD OR ABUSE

The Contractor will administer its programs with safeguards, including proper internal controls necessary to reasonably prevent fraud and abuse. In the event of allegations of fraud or abuse as defined in federal and state regulations, the BF-WDC reserves the right to withhold contract payments in whole or in part until a determination on the merits of the allegation is made. Such a determination shall not supersede or replace final disallowed cost resolution procedures.

DD. GRIEVANCES & DISPUTES

The Contractor will develop and maintain a system for resolving applicant and client grievances. A copy shall be made available to clients and applicants for contracted services. Such procedures shall include time frames for filing a grievance and provide opportunities for informal and formal resolution. For grievances arising from the delivery of contracted services, the grievance procedures must include the right of the grievant to appeal to the BF-WDC Executive Director. Applicants shall be advised of the grievance procedures and their right to due process if they feel they have been wrongfully denied or terminated from services.

Any dispute regarding a question of fact, a term, or a responsibility arising under this Contract shall be resolved as follows:

A written description of the problem will be forwarded to the BF-WDC Executive Director for consideration by the Executive Director or the Executive Director's appointed representative. The Executive Director or the Executive Director's appointed representative will make a recommendation for resolution of the dispute with 14 working days after receipt of the written description. Neither party shall have recourse to the courts unless this procedure has been utilized.

EE. DELIVERY OF SERVICES

The Contractor agrees to deliver the quality, quantity and type of services as specified in Exhibit B, the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BF-WDC. All Contractor staff performing direct services under this contract shall meet minimum qualifications for the positions they hold as identified by the WorkKeys® position skills profile they are assigned.

The Contractor agrees to provide services associated with this contract in a manner that supports the vision of the one-stop service delivery system.

FF. NOTICE OF CLAIMS

Notice shall be promptly submitted to the BF-WDC of any action or claim being brought against the Contractor resulting from this contract.

GG. DISALLOWED COSTS

In the event of disallowed contract costs, each party agrees to bear its own litigation costs.

HH. LITIGATION COSTS

The Contractor agrees that WIA funds cannot be used to litigate against the BF-WDC, or against the federal, state, or county governments.

II. NEPOTISM

The Contractor shall not hire nor permit the hiring of any person in a position funded under this contract if the Contractor employs a member of the person's immediate family in an administrative capacity. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including selection, hiring or supervisory responsibilities.

JJ. PUBLIC STATEMENTS, CORRESPONDENCE MATERIAL AND MARKETING PUBLICATIONS

The Contractor shall indicate in any press release or statement to the public related to the program that it is funded by the BF-WDC and from funds made available under WIA. The Contractor shall identify the BF-WDC on all WIA funded correspondence material and marketing publications.

KK. REPORTS, MANAGEMENT INFORMATION SYSTEMS, EVALUATIONS, MONITORING, RECORDS

1. REPORTS

The Contractor shall submit all financial and other reports required by the BF-WDC, and shall provide access to staff and copies of all records and data necessary to verify or clarify information requested or provided in such reports.

2. EVALUATIONS AND MONITORING

The BF-WDC will conduct ongoing evaluation and monitoring of the Contractor's program. Evaluation and monitoring will include, but may not be limited to, contract compliance and effectiveness of the program contracted. The Contractor shall monitor its own program inclusive of any subcontracts and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud or abuse, and to regularly assess and evaluate program effectiveness.

LL. NOTICES

Notices, reports and payments shall be sent to the following individuals and addresses.

BF-WDC

Michelle Mann, Executive Director
Benton-Franklin Workforce Development Council
815 N. Kellogg, Suite C
Kennewick, WA 99336

CONTRACTOR

Rich Foeppe, President
Columbia Industries
P.O. Box 7346
Kennewick, WA 99336

The individuals and addresses listed above may be changed by written notice to the parties.

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 basis:

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 Investment Act of 1998 (WIA), 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 WIA 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 WIA 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 activity.

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 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 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 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 30 days of the 90-day deadline (in other words, within 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 30 days of the date on which you received the Notice of Final Action.”

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her 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 and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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

Date

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 Contractor signatory) certifies, to the best of his or her 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, such prospective participant shall attach an explanation of this proposal (or plan).

Signature of Authorized Certifying Official

Title

Date

Exhibit B

STATEMENT OF WORK

DESCRIPTION OF WIA I-B SERVICES FOR ADULTS

The One-Stop system is the basic delivery system for adult services. Through this system, adults can access a continuum of services organized into three levels: core, intensive, and training.

WIA-funded core services will include an initial assessment providing information about the individual's skill levels, aptitudes, interests, and supportive service needs; job search and placement assistance. To be eligible to receive core services as an adult, an individual must be 18 years of age or older.

WIA-funded intensive services may include out-of-area job search activities; literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan. To be eligible to receive intensive services as an employed or unemployed adult, the individual must have received a core service and determined by the Contractor to be in need of intensive services to obtain or retain employment that leads to self-sufficiency.

WIA funds for intensive and training services will be directed to individuals who are harder-to-serve and have no other resources available to them. This will include individuals in non-traditional training and persons with multiple barriers. First priority shall be given to recipients of public assistance and other low-income individuals. Veterans or other covered person who are recipients of public assistance and low-income veterans shall be given first priority among this first priority group; second priority shall be given to veterans who are eligible based on eligibility criteria; and, third priority shall be given to individuals who are eligible with income under 175% of the established poverty level.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered basic skills training and related services, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non -WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the-job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. Client Activities

The Contractor shall deliver client services in a manner that supports the WIA-IB services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of client services. Contractor staff shall perform the following critical work functions and key activities surrounding WIA client services within policies and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Providing support services necessary for an individual to participate
- Consultation regarding education and training opportunities
- Coordinating services
- Developing and maintaining records
- Coordinating with Marketing and Business Services for placement, wage progression, and retention services; referral services for work-ready job seekers; development of employment contracts (OJTs & Customized Employment); and assessment of job seeker inventories

- Maintaining and enhancing (staff) professional competencies

B. Follow-up & Retention Services

The Contractor will provide appropriate follow-up services throughout the term of this Agreement to participants who are placed in unsubsidized employment. Contractor retention staff and/or employment advisors will coordinate with Business Services for job retention and wage progression, and act as a point of contact for employers for job retention issues.

C. Training Services

The Contractor will assist eligible enrolled customers, identified as being in need of training services, Individual Training Accounts (ITA's), and access lists of eligible providers and programs of training. WIA Title I-B training funds can only be used as the source of last resort after all other grant assistance that may be available for training has been exhausted. Prior to any training service funded by WIA Title I-B, the client services file must document the need and include an Individual Employment Strategy Plan (IESP).

D. Apprenticeship Opportunities

The Contractor will work in cooperation with local labor organizations in coordination with the Business and Marketing Services at WorkSource Columbia Basin (WSCB) to refer and encourage program enrollees to explore "pre-apprenticeship" programs, in particular women and minorities who are interested in non-traditional occupations. Several trades apprenticeship programs have pre-requisites to entering the program, which include educational skills criteria. Staff will ensure enrollees are exposed to basic skills remediation, GED attainment and other means to specific and necessary academic education, so that individuals can qualify for application and consideration for apprenticeship training. These activities will be identified in the individual plan for training and employment.

E. WorkSource Columbia Basin Operations

Contractor staff stationed at WorkSource Columbia Basin will work within established policies and procedures of the One Stop Center to ensure quality services to job seeker and business customers.

F. Integrated Functional WorkSource Services

The Contractor will deliver services in a manner that supports the WorkSource Columbia Basin One-Stop delivery system vision and mission and the Benton-Franklin Workforce Development Strategic Plan. The new "One Step Ahead" service delivery system is a skill-based system where the workforce is considered a talent force. It is demand driven and skill focused with integrated and responsive services with employer involvement.

The Contractor is responsible for performing the following functions for program participants:

1. Assessments and Workshops
 - Facilitate assessments of customers to further refine their career pathway
 - Facilitate workshops such as the Job Hunter Series to increase employment skills
2. Job Readiness
 - Document WIA adult program eligibility
 - Provide WIA employment services to adult clients and maintain client files
 - Provide additional support for targeted clients to increase employability
3. Job Connection
 - Refer job seekers based on policy
 - Identify skill clusters
 - Provide WIA Adult retention and follow up services

G. Minimum Spending Levels

The Contractor shall expend a minimum of **85%** of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

H. Sub-Contract with Washington State Employment Security Department

The Contractor shall sub-contract with Washington State Employment Security for processing payments for Client services.

I. Quality Assurance

The Contractor shall assure continuous improvement of organizational quality and service excellence through an outcomes measurement and management system. The selected system will define and prioritize quality and outcome expectations of customers and partners; collect data on service delivery; and, communicate information regularly with internal and external customers, partners and the WDC.

J. Creative Thinking and Problem Solving

Creative thinking and problem solving by the Contractor that leads to new ideas and processes for service delivery is expected and supported by the WDC. New ideas and processes should be tested through "pilot programs" or "beta test group" to assure success and limit exposure.

Problem solving at the supervisor and/or management level is expected and supported by the WDC on client services and WorkSource team issues. If problems are program related, assistance is available from the WDC project coordinators.

K. WIA Performance Measurements:

The Contractor is responsible for meeting, and encouraged to exceed, the Benton-Franklin Workforce Development Council's negotiated State and Federal Adult performance measures for Program Year 2008/2009 that is set forth below.

Federal Adult Measures:	
Entered Employment Rate	84.2%
Employment Retention Rate	85.6%
Average Earnings	\$11,650
Adult Employment & Credential Rate	71.1%
Employer Satisfaction	69.5%
Participant Satisfaction	78.0%
State Adult Measures:	
Credential	63.2%
Employment Qtr. 3	80.3%
Annualized Earnings	\$19,915
Participant Satisfaction	90.0%

L. Enrollments and Exits

The Contractor is required to meet the following enrollment and exit totals. The desired outcome is to meet these totals on a quarterly basis. The Contractor shall provide monthly performance reporting, which identifies progress toward attainment of performance measures as they relate to negotiated enrollments and exits.

Enrollments (cumulative)	2008 September	2008 December	2009 March	2009 June
Carry-ins	16	16	16	16
New Enrollments	21	53	82	95
Cumulative Total	37	69	98	111
Exits				
Cumulative Total	18	42	70	94

EXHIBIT C - BUDGET

CONTRACTOR: Columbia Industries
PROGRAM TITLE: WIA Adult
PROGRAM YEAR: PY08/09
EFFECTIVE DATE: 7/1/2008

Budget Line Item	Total
Salaries & Benefits	\$ 144,816
Other Direct Costs	\$ 30,109
Direct Participant Costs	\$ 183,844
Indirect Costs	\$ 73,983
Total	\$ 432,752

GENERAL TERMS AND CONDITIONS - EXHIBIT A

A. ACCESS TO RECORDS AND FACILITIES

The BF-WDC, the Office of the Washington State Auditor, federal auditors, the Comptroller General of the United States, and any persons duly authorized by the State Employment Security Department shall have full access to and the right to examine and copy any or all books, records, 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 Contractor's safety and security standards provided in advance to the BF-WDC, to access, examine, and inspect any site used by the Contractor or its agents to conduct, control, or advance the program in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor shall maintain its records and accounts in such a way as to facilitate the audit and examination and assure that subcontractors also maintain records that are auditable in accordance with Generally Accepted Accounting Standards. Access under this section shall be at reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to the BF-WDC.

The Contractor shall include these requirements in all approved contracts awarded to subcontractors.

B. ASSIGNABILITY/SUBCONTRACTOR COMPLIANCE

The Contractor agrees not to assign or subcontract any part or all of its interest in this contract without prior written approval from the BF-WDC except for On-the-Job Training or Classroom Training agreements. Identification of a specific subcontractor in the Statement of Work, Exhibit B, constitutes BF-WDC approval.

All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor shall be held responsible for compliance and performance of all subcontractors. Subcontracts must be in writing and a copy of each subcontract must be provided to the BF-WDC.

C. ASSURANCES

The BF-WDC and the Contractor 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, including without limitation the Workforce Investment Act (WIA), the U.S. Department of Labor's regulations relating to WIA, Federal OMB Circulars, and the Washington State WIA Policies. The Contractor shall also comply with all Benton-Franklin Workforce Development Council Policies and Procedures.

As a condition to the award of this contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998(WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the Contractor makes to carry out the Title 1-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

D. AUDITS

At any time during normal business hours and as often as the BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, Comptroller General of the United States, and any other person duly authorized by the BF-WDC deem necessary, the Contractor shall make its records available. The BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, and any persons duly authorized by the BF-WDC shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that subcontractors also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its subcontractors.

The Contractor shall adhere to applicable federal Office of Management and Budget Circulars, and other applicable federal and state regulations.

E. INDEMNIFICATION, INSURANCE AND BONDING

1. Indemnification

The Contractor will protect, save, and hold harmless the BF-WDC, Benton County and Franklin County, and all employees of each of them, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Contractor. In the case of negligence of both the BF-WDC and the Contractor, any damages shall be levied in proportion to the percentage of negligence attributable to each party.

2. Insurance and Bonding

The Contractor shall carry, without interruption during the term of this contract, 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.

The Contractor agrees to maintain, without interruption during the term of this contract, a fidelity bond in an amount consisting of the greater of \$100,000 or the largest monthly reimbursement under this contract which will cover all officers, directors, or employees authorized to act on behalf of the contractor or any subcontractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs.

The Contractor shall maintain automobile liability insurance, with a minimum limit of \$1,000,000 when vehicles owned or leased by the contractor or its employees, subcontractors or volunteers are used to provide services in performance of this contract.

If requested, the Contractor will provide the BF-WDC Executive Director with a copy of the applicable insurance face sheet(s) or certification reflecting these coverage(s). Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

The Contractor shall immediately notify the BF-WDC Executive Director if either insurance or bonding coverage is terminated during the term of the contract or is reduced below contractual requirements.

The Contractor shall carry and maintain professional liability insurance and if requested and/or required by law or agreement, provide proof of professional liability insurance in coverage amounts satisfactory to the BF-WDC.

F. CHANGES AND MODIFICATIONS

1. Unilateral Modification

This contract may be unilaterally modified at any time by the BF-WDC if required by changes in Federal or State laws, regulations, or rules. The Contractor must accept the unilateral modification or may elect to give immediate notice of contract termination.

2. Bilateral Modification

This contract may be bilaterally modified at any time by the execution of a written, signed contract modification executed by both parties to this contract.

3. Budget Adjustments

Except as set forth below, a written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to and approved by the BF-WDC Executive Director, and followed up by a formal modification to the contract prior to expenditure of funds by the Contractor.

Individual line items may be over expended, up to a maximum of 10% of the expenditure line item, without pre-approval by the BF-WDC Executive Director, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this Agreement.

G. CONTRACT TERMINATION

This contract may be terminated early in whole or in part for any of the following reasons:

1. Either party may terminate this contract for convenience by giving 90 calendar days advance written notice to the other party in person or by certified mail. The 90-day period shall commence when notice is deposited with the post office or personally delivered;
2. Either party may terminate this contract immediately for cause by giving written notice. Breach of any of the contract terms or attachments shall constitute cause for termination
3. If the BF-WDC fails to receive sufficient WIA funding to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the BF-WDC shall have the right to immediately and unilaterally reduce the maximum contract amount or terminate all or part of this contract;
4. The BF-WDC may terminate this contract for cause if the Contractor appears on the register of employers in contempt of court for violations of the National Labor Relations Act;
5. The BF-WDC reserves the right to terminate this contract if the Contractor fails to perform according to planned services, outcome, and expenditures goals;
6. Contractor may immediately terminate this contract if it declines the BF-WDC's right to unilaterally modify the contract pursuant to Section F1.
7. If this contract is terminated early, the Contractor shall only be entitled to reimbursement of actual WIA expenditures incurred prior to the date of termination. The BF-WDC has the authority to take possession of all records regarding this contract, including participant and accounting records, in the event of early termination of the contract.

H. CONFLICT OF INTEREST/CODE OF CONDUCT

The Contractor, including its agents and employees, will comply with all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest. The Contractor shall make available to the BF-WDC, upon request, a copy of its company's Conflict of Interest Policy. The Contractor further agrees to make available to its agents and employees copies of all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest.

I. DEBARMENT AND SUSPENSION

For contracts valued at \$100,000 or more, the Contractor shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, - "Debarment and Suspension", codified at 29 CFR part 98.

J. DRUG-FREE WORKPLACE

The Contractor must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR Part 98.

K. INDEPENDENT CAPACITY OF CONTRACTOR

All parties to this contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

L. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall provide or purchase industrial insurance coverage prior to performing activities under this Contract. The BF-WDC will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for the Contractor, or any subcontractor, or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums on behalf of its employees, the BF-WDC may deduct the amount of premiums owing from the amounts payable to the Contractor under this Contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance.

M. JURISDICTION

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in either Benton County or Franklin County.

N. LEGAL AUTHORITY

The Contractor certifies that it possesses the legal authority to execute this contract and to perform required work.

O. LOBBYING ACTIVITIES

The Contractor has provided, as Exhibit D to this contract, its certification that it is in compliance with the requirements of 29 CFR Part 93, restricting lobbying activities. The Contractor shall also make available, upon request, required disclosure information if the Contractor participates in lobbying activities during the Contract period.

P. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this contract 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 Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity.

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including 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.

The Contractor must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity;

Providing opportunities in, or treating any person in regard to, such a program or activity; or

Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the State EO Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity. The State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; 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 file. 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 Contractor 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 WIA Title I financially assisted programs or activities.

"(NAME OF ORGANIZATION) is an equal opportunity employer and Contractor of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

Q. RECORDS RETENTION

The Contractor shall:

1. Retain all financial, statistical, property records and supporting documentation for a period of

three years following the BF-WDC's receipt of the contract closeout package required under section AA. 2 below.

2. Retain records for a period of three years after final disposition of assets, if any, acquired with contract funds that have a useful life of more than one year and a unit acquisition cost of \$5,000.
3. Retain those records mentioned in 1. and 2. above beyond the three year period if any litigation or audit is begun, or if a claim is instituted involving the Contract Agreement, or agreement covered by the records. In these instances, the records shall be retained from three years after the litigation, audit, or claim has been resolved.
4. Records regarding discrimination complaints and actions taken there under are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.
5. Retain, and upon request from the BF-WDC, shall transfer to the BF-WDC any and all WIA-related records, reports, applicant and participant files, and other documentation and physical evidence not otherwise specified above.

R. RESOLUTION OF 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. The existing or hereinafter amended Workforce Investment Act (WIA), the Department of Labor's (DOL) regulations relating to WIA, and the Washington State WIA Policies, and any applicable Washington State Regulations.
2. The Contract and its modifications.
3. The BF-WDC Strategic Plan and Operational Overview and its modifications.

S. SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior appropriations acts under the heading 'Employment and Training', as that phrase is defined in the Training and Employment Guidance Letter #5-06 issued by the U. S. Department of Labor, that are available for expenditure by the Contractor on or after June 15, 2006, shall be used by Contractor or its subcontractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II as defined in section 101 of Public Law 109-149, except as provided under section 101 thereunder. This limitation shall not apply to the extent Contractor provides "goods and services" as defined in OMB circular A-133. The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation by the Contractor that the Contractor has read Training and Employment Guidance Letter #5-06 and is in compliance.

The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation that the Contractor has read the above special conditions and is in compliance.

T. SAFEGUARDING OF PARTICIPANT INFORMATION

The Contractor shall not divulge such information without the written consent of the participant, except for disclosures required by law, court process, order, or decree. All participant information shall be made available upon request to parties having responsibilities for monitoring or evaluating the services and performances under the contract, and to governmental authorities to the extent necessary for the proper contract administration. The Contractor agrees to otherwise maintain the confidentiality of participant information to the extent allowed by law.

U. INFORMATION TECHNOLOGY RESOURCES

The Contractor must conform to Washington State WIA Policy #3460 and Employment Security Department (ESD) Policy and Procedure #2016 when using ESD-provided state-owned information technology resources. Contractor staff shall conform to WorkSource Columbia Basin policy regarding computer and e-mail usage.

V. TAXES

It is mutually agreed and understood that all payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor's staff, shall be the sole liability of the Contractor.

W. USE OF NAME PROHIBITED

The Contractor shall not in any way contract on behalf of or in the name of the BF-WDC.

X. WAIVER

A failure by the BF-WDC 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 BF-WDC and attached to the original contract.

Y. DAVIS-BACON ACT

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

Z. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

AA. PAYMENTS AND CLOSEOUT

1. Payment Requests

All payments to the Contractor shall be for reimbursement of costs incurred by the Contractor and shall not exceed the total amount set forth in the Budget attached as Exhibit C. All payment requests shall be submitted in a timely manner and in accordance with BF-WDC requirements and procedures governing reimbursements. The BF-WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to processing a Contractor's reimbursement request.

2. Contract Closeout

Upon expiration or termination of this contract, the Contractor shall provide the BF-WDC with a complete closeout package within 45 calendar days. A closeout accomplishes the financial end of the contract services and should include appropriate accruals. Closeout packages must comply with BF-WDC requirements and must follow the prescribed formats.

BB. ACCOUNTING AND AUDIT PROVISIONS

1. Generally Accepted Accounting Principles

The Contractor must establish and continually maintain an adequate accounting system in accordance with generally accepted accounting principles and standards as required by Federal, State and local laws, regulations, and policies, including, but not limited to, Section 136(f) of WIA and 20 CFR 629.35. This system shall include, but not be limited to: maintenance of a system of cross checks on receipts, deposits, account balances, payments and withdrawals and a prohibition against co-mingling of funds.

2. Cost Allocation Plan

The Contractor must maintain a Cost Allocation Plan (CAP) to support the distribution of any costs attributable to programs and/or activities under more than one contract. All costs included in the CAP will be supported by accounting records that will substantiate the propriety of charges. Budget allocations alone are not adequate allocation documentation. The Contractor will retain on file documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in no payment, or a reduced payment, until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

3. Program Income

Program income means income received by the Contractor that has been generated by contract supported activity, or earned as a result of the contract as defined in Federal and State regulations. If the Contractor is a public or private non-profit entity, all revenues in excess of costs for each separate program are to be treated as program income. Program income retained by the Contractor must be expended for additional training or training related services for WDC approved job training programs operated consistent with the WIA. The Contractor will be responsible for tracking contract revenues and expenditures separately for each program in accordance with Federal, State and WDC policies and procedures.

4. Stand-In Costs

Stand-in costs allowed under WIA may be reimbursed in lieu of reimbursement for costs disallowed under WIA. To obtain any reimbursement for stand-in costs under this provision, all stand-in costs must be reported by cost category on the WIA Monthly Fiscal Report submitted to the WDC; must be supported with back-up documentation; and, included within the scope of the Contractor's audit and accounted for in the Contractor's financial system. In order to get reimbursement for a stand-in cost, it shall be from the same title and program year as the costs that it is proposed to replace, and shall not result in a violation of the applicable cost limitations.

5. Indirect Cost Rate

Any indirect cost rates must be approved by a cognizant federal agency.

6. Payment Denial

The BF-WDC has the right to deny all or a portion of any payment request based upon any of the following: a) failure to comply with any contract provision, all of which are deemed to be material; b) failure to comply with any BF-WDC policy, or contractual terms and conditions; c) allegations of fraud or abuse as defined in federal/state regulations (see Section CC below); d) recoupment of costs disallowed under this or a previous BF-WDC contract; e) recoupment of amounts otherwise owed to the BF-WDC; or, f) failure to receive federal funds, upon which funding for this contract is based.

7. Single Audit Act Requirement

As a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for review or audit by officials or representatives of the BF-WDC, the General Accounting Office, the State Employment Security Department, the Comptroller General of the United States, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all subcontracts. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure a single or program-specific audit for that year. Upon completion of each audit, the Contractor and/or subcontractors shall submit, to the BF-WDC, the appropriate documentation as required in OMB Circular A-133 and State WIA Audit Policy.

Failure by the Contractor to comply with this section shall constitute a material breach of contract upon which the BF-WDC may cancel, terminate, or suspend this contract, or disallow payment previously received or requested by the Contractor.

CC. FRAUD OR ABUSE

The Contractor will administer its programs with safeguards, including proper internal controls necessary to reasonably prevent fraud and abuse. In the event of allegations of fraud or abuse as defined in federal and state regulations, the BF-WDC reserves the right to withhold contract payments in whole or in part until a determination on the merits of the allegation is made. Such a determination shall not supersede or replace final disallowed cost resolution procedures.

DD. GRIEVANCES & DISPUTES

The Contractor will develop and maintain a system for resolving applicant and client grievances. A copy shall be made available to clients and applicants for contracted services. Such procedures shall include time frames for filing a grievance and provide opportunities for informal and formal resolution. For grievances arising from the delivery of contracted services, the grievance procedures must include the right of the grievant to appeal to the BF-WDC Executive Director. Applicants shall be advised of the grievance procedures and their right to due process if they feel they have been wrongfully denied or terminated from services.

Any dispute regarding a question of fact, a term, or a responsibility arising under this Contract shall be resolved as follows:

A written description of the problem will be forwarded to the BF-WDC Executive Director for consideration by the Executive Director or the Executive Director's appointed representative. The Executive Director or the Executive Director's appointed representative will make a recommendation for resolution of the dispute with 14 working days after receipt of the written description. Neither party shall have recourse to the courts unless this procedure has been utilized.

EE. DELIVERY OF SERVICES

The Contractor agrees to deliver the quality, quantity and type of services as specified in Exhibit B, the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BF-WDC. All Contractor staff performing direct services under this contract shall meet minimum qualifications for the positions they hold as identified by the WorkKeys® position skills profile they are assigned.

The Contractor agrees to provide services associated with this contract in a manner that supports the vision of the one-stop service delivery system.

FF. NOTICE OF CLAIMS

Notice shall be promptly submitted to the BF-WDC of any action or claim being brought against the Contractor resulting from this contract.

GG. DISALLOWED COSTS

In the event of disallowed contract costs, each party agrees to bear its own litigation costs.

HH. LITIGATION COSTS

The Contractor agrees that WIA funds cannot be used to litigate against the BF-WDC, or against the federal, state, or county governments.

II. NEPOTISM

The Contractor shall not hire nor permit the hiring of any person in a position funded under this contract if the Contractor employs a member of the person's immediate family in an administrative capacity. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including selection, hiring or supervisory responsibilities.

JJ. PUBLIC STATEMENTS, CORRESPONDENCE MATERIAL AND MARKETING PUBLICATIONS

The Contractor shall indicate in any press release or statement to the public related to the program that it is funded by the BF-WDC and from funds made available under WIA. The Contractor shall identify the BF-WDC on all WIA funded correspondence material and marketing publications.

KK. REPORTS, MANAGEMENT INFORMATION SYSTEMS, EVALUATIONS, MONITORING, RECORDS

1. REPORTS

The Contractor shall submit all financial and other reports required by the BF-WDC, and shall provide access to staff and copies of all records and data necessary to verify or clarify information requested or provided in such reports.

2. EVALUATIONS AND MONITORING

The BF-WDC will conduct ongoing evaluation and monitoring of the Contractor's program. Evaluation and monitoring will include, but may not be limited to, contract compliance and effectiveness of the program contracted. The Contractor shall monitor its own program inclusive of any subcontracts and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud or abuse, and to regularly assess and evaluate program effectiveness.

LL. NOTICES

Notices, reports and payments shall be sent to the following individuals and addresses.

BF-WDC

Michelle Mann, Executive Director
Benton-Franklin Workforce Development Council
815 N. Kellogg, Suite C
Kennewick, WA 99336

CONTRACTOR

George Iranon, Executive Director
Career Path Services
905 N. Washington, Suite 300
Spokane, WA 99201

The individuals and addresses listed above may be changed by written notice to the parties.

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 basis:

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 Investment Act of 1998 (WIA), 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 WIA 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 WIA 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 activity.

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 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 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 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 30 days of the 90-day deadline (in other words, within 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 30 days of the date on which you received the Notice of Final Action.”

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her 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 and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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

Date

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 Contractor signatory) certifies, to the best of his or her 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, such prospective participant shall attach an explanation of this proposal (or plan).

Signature of Authorized Certifying Official

Title

Date

Exhibit B

STATEMENT OF WORK

DESCRIPTION OF WIA I-B SERVICES FOR IN-SCHOOL (ISY) AND OUT OF SCHOOL (OSY) YOUTH 16-21

WIA funds for Youth program activities will be directed toward comprehensive services to help low income and at risk youth increase their chances for success academically and in the workplace, learn positive work skills and habits, and develop plans for further education and employment.

A. Target Population and Geographic Areas to be Served

All participants to be served will be low income as defined in WIA Section 101(25) and between the ages of ages of 16-21 at the time of registration, be a legal citizen or resident of the United States, reside in Benton or Franklin counties, and be within one or more of the following categories:

- Deficient in basic literacy skills;
- School dropout;
- Homeless, runaway, or foster child;
- Pregnant or parenting;
- Offender; or
- Is an individual (including a youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold employment. (WIA sec. 101(13).)

Priority access to services will be given to eligible youth in Benton and Franklin Counties who require additional assistance as a result of having one or more of the following barriers:

- At risk of dropping out of school
- Limited English proficiency
- Immigrant or refugee
- Migrant family or migrant/seasonal farm worker status
- Gang involved
- Involved with the Juvenile Justice system
- Substance abuse
- Care-giver status
- Domestic abuse
- Lack of stable/affordable housing
- Reside in areas with high rates of poverty, crime, and/or unemployment
- Family history of chronic unemployment
- Single-parent household
- Deficient in occupational skills
- Disability (including learning disability)

The Contractor's service level to youth with disabilities will be proportionate with the bi-county population.

B. Youth Not Selected for Enrollment

Contractor Employment Representatives will inform all youth, not selected for enrollment, of other community resources available to help meet their needs. All eligible youth who are not immediately enrolled into the Youth program would be highly encouraged to become engaged in the universal services available at WorkSource Columbia Basin.

SERVICE DELIVERY

A. Client Services

The Contractor will deliver client services in a manner that supports the WIA-IB services through the WorkSource Columbia Basin (WSCB) one-stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of case management. Contractor staff shall perform the following critical functions and key activities surrounding WIA case management activities, policies, and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Developing an Individual Service Strategy
- Providing support services necessary for an individual to participate
- Consultation regarding education and training opportunities
- Coordinating services
- Developing and maintaining records
- Coordinating with Marketing and Business Services for identification of potential worksites
- Maintaining and enhancing (staff) professional competencies
- Basic Skills education and GED preparation for drop out youth
- Provide "wrap-around-services" to enhance participant prospects for staying in school and successfully completing the current school year that include tutoring, emergency support services, referral to community resources, and regular follow up
- Work Experience, Work Based Learning and On the Job training opportunities (emphasis on paid private sector work experience)
- Short term occupational skills training
- Post Secondary education exploration
- Retention and wage progression
- Job Hunter and Soft Skills workshops
- Leadership development
- Adult mentoring
- Verify 1/2 credit attainment on January report cards for ISY students who completed work-based learning during the summer

B. Customer Recruiting and Outreach

- In partnership with WorkSource Columbia Basin (WSCB), youth who come to the WSCB will receive a thorough introduction to WIA 1B services.
- Build referral networks in schools and with parent groups for ISY.
- Recruit youth who need and want education and employment services, including those who have institutional support networks to increase their chances of successful participation and completion.
- Target registrants to meet low-income guidelines and be residents of Benton and Franklin Counties (exceptions may be considered from Burbank).
- Target ages 16-21 with 50% Out of School Youth 50% In School Youth;
 - ISY: 50% of all registrants will be second semester juniors, 50% will be seniors.
 - OSY: 75% Drop outs, 25% High School graduates with low basic skills.
- Partner with other agencies serving youth in the Benton and Franklin Counties area.

C. Program Service Components for Out-of-School Youth

The Contractor shall:

- Administer CASAS to determine Basic Skills level, develop a plan to address education and job readiness skill deficiencies.
- Provide guidance on education completion through GED attainment, partnering with CBC and providing tutoring as needed.
- Provide job search skills training such as interviewing techniques, resume writing, self directed job search skills, and keys to a successful employment experience.
- Provide vocational education, advanced skills training, and/or post secondary education.
- Provide opportunities to explore post secondary education, apprenticeship, military and employment options.
- Expand paid work experience to private sector sites and with WEX sites willing to make a commitment to hire into unsubsidized employment (full and part time) in collaboration with Business Services, as appropriate.
- Provide OJTs leading to unsubsidized employment in collaboration with WSCB Business Services.
- Develop unsubsidized employment opportunities in collaboration with WSCB Business Services.
- Provide other required Youth Program Elements such as adult mentoring and youth leadership development as appropriate.

- Provide support services as needed, according to WIA Title 1B guidelines, to remove barriers, stay in school complete education/training and gain/maintain employment.

D. Program Service Components for In-School Youth

The Contractor shall:

- Maintain the existing one half academic credit and paid work-based learning summer elements.
- Expand paid work experience to private sector sites and with WEX sites willing to make a commitment to hire into unsubsidized employment, as appropriate in collaboration with WSCB Business Services.
- Collaborate with partners, including WorkSource Columbia Basin Business Services, local labor representatives, school districts, and community-based organizations.
- In collaboration with WSCB Business Services, pursue unsubsidized employment, as appropriate, for select participants based upon participant and employer need.
- Provide job search skills training such as interviewing techniques, resume writing, and keys to a successful employment experience.
- Provide vocational education, advanced skills training, and/or post secondary education for appropriate high school graduates.
- Provide tutoring as needed to ensure academic success.
- Explore post secondary education, apprenticeship, military and employment opportunities.
- In collaboration with WSCB Business Services provide OJTs leading to unsubsidized employment for select high school graduates who do not plan to pursue post secondary education or advanced skills training.
- Pursue, in the event of an ISY dropping out of public school, a GED, High School Reentry or other credit repair options as appropriate. This option would be exercised with the governing school district's guidance and release.
- Provide other required Youth Program Elements such as adult mentoring and youth leadership development as appropriate.
- Provide support services as needed, according to WIA Title 1B guidelines, to remove barriers, stay in school complete education/training and gain/maintain employment.

E. Work-Based Learning (WBL) Activities (ISY)

The Contractor will deliver work-based learning activities to In-School Youth as directed by the WDC Youth Council and coordinated by the WDC Work-Based Learning Coordinator. These activities will include, but are not limited to:

- Identification of potential worksites through WSCB Business Services.
- Identify student's career pathway, match student's pathway with an approved work experience at a certified worksite.
- Ensure that students work a minimum of 180 hours; required to receive their one-half credit during Summer Youth Activities.
- Development of Summer Educational Component.
- Ensure Work-based Learning documents are promptly transferred to participant's school counselor each fall in collaboration with the Work Based Learning Coordinator.
- Follow-up with schools on the number of students who earned school credit.

F. Apprenticeship Opportunities

The Contractor will work in cooperation with local labor organizations in coordination with the Business & Marketing Services at WorkSource Columbia Basin to refer and encourage program enrollees to explore "pre-apprenticeship" programs, in particular women and minorities who are interested in non-traditional occupations for both In-School and Out-of-School Youth. Several trades/apprenticeship programs have pre-requisites to entering the program, which include educational skills criteria. Staff will ensure enrollees are working towards these skills criteria so that individuals can qualify for application and consideration for apprenticeship training. These activities will be identified in the individual service strategy for training and employment.

G. Youth Development

The Contractor shall make the following ten program elements available to In-School and Out-of-School youth participants based on each participant's objective assessment and individual service strategy:

- 1) Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies;
- 2) Alternative secondary school offerings;
- 3) Summer employment opportunities directly linked to academic and occupational learning;
- 4) Paid and unpaid work experiences, including internships and job shadowing;
- 5) Occupational skill training;
- 6) Leadership development opportunities, which include community service and peer-centered activities encouraging responsibility and other positive social behaviors;
- 7) Supportive services;
- 8) Adult mentoring for a duration of at least twelve months that may occur both during and after program participation;
- 9) Follow-up services; and
- 10) Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.

H. Training Services

WIA Title I-B training funds can only be used as the source of last resort after all other grant assistance that may be available for training has been exhausted. All training services provided to In-School and Out-of School youth must be competitively procured. Documentation of this procurement process will be recorded on a Procurement Support Form and attached to the Institutional Skills Training Plan (ISTP). Prior to any training service funded by WIA title I-B, the case management file must document the need and include an Individual Service Strategy (ISS).

I. Follow-up & Retention Services

The Contractor will provide follow-up services for the term of this agreement to all In-School and Out-of-School youth participants and assist this emerging workforce in staying attached to employers, ensuring the long-term success in employment needed to start building careers. Regular and consistent contacts will be made, more frequently when needed. Follow-up services will meet the intent of WIA legislation and include:

- Retention services to ensure job stability.
- Replacement services and wage progression.
- Support services as needed to maintain personal stability and employment.
- Continued participation in education and training.
- Monitoring by site visit, email and/or by telephone.
- Referrals to community resources, as warranted.
- Tracking the progress of youth in employment after training.

All youth participants must receive some form of follow-up services for a minimum duration of 12 months. The types of services provided and the duration of services must be determined based on the needs of the individual. (sub section 664.450)

J. Staffing Levels

The Contractor shall maintain staff levels for the identified activities and services consistent with the funding levels identified in the contract budget attached as Exhibit C and more specifically outlined in the budget detail document submitted by the Contractor to the WDC as part of the Contractor's contract budget proposal.

K. Quality Assurance

The Contractor is expected to quality check files; assure appropriate training of staff; communicate effectively with other supervisors and managers to assure that communication and coordination of the program activities is achieved.

L. Creative Thinking and Problem Solving

Creative thinking and problem solving by the Contractor that leads to new ideas and processes for service delivery is expected and supported by the WDC. New ideas and processes should be tested through "pilot programs" or a "beta test group" to assure success and limit exposure.

Problem solving at the supervisor and/or management level is expected and supported by the WDC on case management and WorkSource team issues. If problems are program related, assistance is available from the WDC project coordinators.

M. WorkSource Columbia Basin Operations

Contractor staff stationed at WorkSource Columbia Basin (WSCB) will work within established policies and procedures of the One Stop Center to ensure quality services to its customers.

N. Integrated Functional WorkSource Services

The Contractor will deliver integrated WorkSource services in a manner that supports the WorkSource Columbia Basin One-Stop delivery system vision and mission and the Benton-Franklin Workforce Development Strategic Plan. The new "One Step Ahead" service delivery system is a skill-based system where the workforce is considered a talent force. It is demand driven and skill focused with integrated and responsive services with employer involvement. The Contractor will support WSCB core service activities such as but not limited to Job Hunter and Soft Skills Workshops.

1. Work Ready Preparation for Case Managed Customers to include some or all of the following activities and support:

- Skill Assessments
- Appropriate Resumes
- Mock Interviews
- Desired Employment that links to WorkKeys Results and/or Work Experience
- Standards for Servicing the Customer
- Job Seeker in Possession of "60 Second Commercial"

2. Access and Resource Area Services

The Contractor shall supplement access and resource staff, as requested, during peak customer periods and special events such as job fairs.

O. Minimum Spending Levels

The Contractor shall expend a minimum of 85% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

P. WIA Performance Measurements

The Contractor is responsible for meeting, and encouraged to exceed, the following Benton-Franklin Workforce Development Council's negotiated State and Federal Youth performance measures for Program Year 2008/2009:

<i>Federal Measures—ISY (Youth Ages 16-21)</i>	
Younger Youth Skill Attainment Rate	88.0%
Younger Youth Diploma or Equivalent Attainment Rate	64.0%
Younger Youth Retention Rate	70.0%
<i>Federal Measures—OSY (Youth Ages 19-21)</i>	
Entered Employment Rate	80.8%
Employment Retention Rate	86.3%
Earnings Gain Rate	\$3,896
Older Youth Emp & Credential Rate	46.5%
<i>State ISY & OSY Combined Youth Measures</i>	
Credential	77.9%
Placement	79.8%
Earnings	\$10,042
Participant Satisfaction	95.0%

Q. Enrollments, Exits, and Work-Based Learning Activities

The Contractor is required to meet the following enrollment, exit, and Work-Based Learning Activity totals. The desired outcome is to meet these totals on a quarterly basis. The Contractor shall provide a monthly performance report on an approved WDC format, which identifies monthly progress toward attainment of performance measures as they relate to negotiated enrollments (including target populations), exits, and Work-Based Learning Activities.

Registrations In-School Youth	September 2008	December 2008	March 2009	June 2009
Carry-ins (cumulative)	73	73	73	73
New Registrations (cumulative)	2	4	5	6
Total Registrations	75	77	78	79
Exits				
Total Exits	15	18	20	30

Registrations Out-of-School Youth	September 2008	December 2008	March 2009	June 2009
Carry-ins (cumulative)	58	58	58	58
New Registrations (cumulative)	10	15	20	20
Total Registrations	68	73	78	78
Exits				
Total Exits	15	35	40	50

In-School Youth WBL Activity – ½ Credit	PY07/08 Plan
Enrolled in Summer WBL Activities	11
Total Completing Summer Requirements	9
Percentage Achieving ½ Credit on Transcript	80%

EXHIBIT C - BUDGET

CONTRACTOR: Career Path Services
PROGRAM TITLE: In-School & Out-of-School Youth
PROGRAM YEAR: PY08/09

EFFECTIVE DATE: 07/01/08

IN-SCHOOL YOUTH

Budget Line Item	Total
Salaries & Benefits	\$ 105,947
Other Direct Costs	\$ 7,400
Direct Participant Costs	\$ 80,900
Indirect Costs	\$ 34,354
Total	\$ 228,601

OUT-OF-SCHOOL YOUTH

Budget Line Item	Total
Salaries & Benefits	\$ 105,947
Other Direct Costs	\$ 7,400
Direct Participant Costs	\$ 80,900
Indirect Costs	\$ 34,353
Total	\$ 228,600

GENERAL TERMS AND CONDITIONS - EXHIBIT A

A. ACCESS TO RECORDS AND FACILITIES

The BF-WDC, the Office of the Washington State Auditor, federal auditors, the Comptroller General of the United States, and any persons duly authorized by the State Employment Security Department shall have full access to and the right to examine and copy any or all books, records, 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 Contractor's safety and security standards provided in advance to the BF-WDC, to access, examine, and inspect any site used by the Contractor or its agents to conduct, control, or advance the program in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor shall maintain its records and accounts in such a way as to facilitate the audit and examination and assure that subcontractors also maintain records that are auditable in accordance with Generally Accepted Accounting Standards. Access under this section shall be at reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to the BF-WDC.

The Contractor shall include these requirements in all approved contracts awarded to subcontractors.

B. ASSIGNABILITY/SUBCONTRACTOR COMPLIANCE

The Contractor agrees not to assign or subcontract any part or all of its interest in this contract without prior written approval from the BF-WDC except for On-the-Job Training or Classroom Training agreements. Identification of a specific subcontractor in the Statement of Work, Exhibit B, constitutes BF-WDC approval.

All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor shall be held responsible for compliance and performance of all subcontractors. Subcontracts must be in writing and a copy of each subcontract must be provided to the BF-WDC.

C. ASSURANCES

The BF-WDC and the Contractor 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, including without limitation the Workforce Investment Act (WIA), the U.S. Department of Labor's regulations relating to WIA, Federal OMB Circulars, and the Washington State WIA Policies. The Contractor shall also comply with all Benton-Franklin Workforce Development Council Policies and Procedures.

As a condition to the award of this contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998(WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the Contractor makes to carry out the Title 1-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

D. AUDITS

At any time during normal business hours and as often as the BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, Comptroller General of the United States, and any other person duly authorized by the BF-WDC deem necessary, the Contractor shall make its records available. The BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, and any persons duly authorized by the BF-WDC shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that subcontractors also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its subcontractors.

The Contractor shall adhere to applicable federal Office of Management and Budget Circulars, and other applicable federal and state regulations.

E. INDEMNIFICATION, INSURANCE AND BONDING

1. Indemnification

The Contractor will protect, save, and hold harmless the BF-WDC, Benton County and Franklin County, and all employees of each of them, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Contractor. In the case of negligence of both the BF-WDC and the Contractor, any damages shall be levied in proportion to the percentage of negligence attributable to each party.

2. Insurance and Bonding

The Contractor shall carry, without interruption during the term of this contract, 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.

The Contractor agrees to maintain, without interruption during the term of this contract, a fidelity bond in an amount consisting of the greater of \$100,000 or the largest monthly reimbursement under this contract which will cover all officers, directors, or employees authorized to act on behalf of the contractor or any subcontractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs.

The Contractor shall maintain automobile liability insurance, with a minimum limit of \$1,000,000 when vehicles owned or leased by the contractor or its employees, subcontractors or volunteers are used to provide services in performance of this contract.

If requested, the Contractor will provide the BF-WDC Executive Director with a copy of the applicable insurance face sheet(s) or certification reflecting these coverage(s). Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

The Contractor shall immediately notify the BF-WDC Executive Director if either insurance or bonding coverage is terminated during the term of the contract or is reduced below contractual requirements.

The Contractor shall carry and maintain professional liability insurance and if requested and/or required by law or agreement, provide proof of professional liability insurance in coverage amounts satisfactory to the BF-WDC.

F. CHANGES AND MODIFICATIONS

1. Unilateral Modification

This contract may be unilaterally modified at any time by the BF-WDC if required by changes in Federal or State laws, regulations, or rules. The Contractor must accept the unilateral modification or may elect to give immediate notice of contract termination.

2. Bilateral Modification

This contract may be bilaterally modified at any time by the execution of a written, signed contract modification executed by both parties to this contract.

3. Budget Adjustments

Except as set forth below, a written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to and approved by the BF-WDC Executive Director, and followed up by a formal modification to the contract prior to expenditure of funds by the Contractor.

Individual line items may be over expended, up to a maximum of 10% of the expenditure line item, without pre-approval by the BF-WDC Executive Director, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this Agreement.

G. CONTRACT TERMINATION

This contract may be terminated early in whole or in part for any of the following reasons:

1. Either party may terminate this contract for convenience by giving 90 calendar days advance written notice to the other party in person or by certified mail. The 90-day period shall commence when notice is deposited with the post office or personally delivered;
2. Either party may terminate this contract immediately for cause by giving written notice. Breach of any of the contract terms or attachments shall constitute cause for termination
3. If the BF-WDC fails to receive sufficient WIA funding to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the BF-WDC shall have the right to immediately and unilaterally reduce the maximum contract amount or terminate all or part of this contract;
4. The BF-WDC may terminate this contract for cause if the Contractor appears on the register of employers in contempt of court for violations of the National Labor Relations Act;
5. The BF-WDC reserves the right to terminate this contract if the Contractor fails to perform according to planned services, outcome, and expenditures goals;
6. Contractor may immediately terminate this contract if it declines the BF-WDC's right to unilaterally modify the contract pursuant to Section F1.
7. If this contract is terminated early, the Contractor shall only be entitled to reimbursement of actual WIA expenditures incurred prior to the date of termination. The BF-WDC has the authority to take possession of all records regarding this contract, including participant and accounting records, in the event of early termination of the contract.

H. CONFLICT OF INTEREST/CODE OF CONDUCT

The Contractor, including its agents and employees, will comply with all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest. The Contractor shall make available to the BF-WDC, upon request, a copy of its company's Conflict of Interest Policy. The Contractor further agrees to make available to its agents and employees copies of all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest.

I. DEBARMENT AND SUSPENSION

For contracts valued at \$100,000 or more, the Contractor shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, - "Debarment and Suspension", codified at 29 CFR part 98.

J. DRUG-FREE WORKPLACE

The Contractor must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR Part 98.

K. INDEPENDENT CAPACITY OF CONTRACTOR

All parties to this contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

L. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall provide or purchase industrial insurance coverage prior to performing activities under this Contract. The BF-WDC will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for the Contractor, or any subcontractor, or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums on behalf of its employees, the BF-WDC may deduct the amount of premiums owing from the amounts payable to the Contractor under this Contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance.

M. JURISDICTION

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in either Benton County or Franklin County.

N. LEGAL AUTHORITY

The Contractor certifies that it possesses the legal authority to execute this contract and to perform required work.

O. LOBBYING ACTIVITIES

The Contractor has provided, as Exhibit D to this contract, its certification that it is in compliance with the requirements of 29 CFR Part 93, restricting lobbying activities. The Contractor shall also make available, upon request, required disclosure information if the Contractor participates in lobbying activities during the Contract period.

P. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this contract 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 Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity.

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including 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.

The Contractor must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIA Title 1-financially assisted program or activity;

Providing opportunities in, or treating any person in regard to, such a program or activity; or

Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the State EO Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity. The State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; 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 file. 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 Contractor 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 WIA Title I financially assisted programs or activities.

"(NAME OF ORGANIZATION) is an equal opportunity employer and Contractor of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

Q. RECORDS RETENTION

The Contractor shall:

1. Retain all financial, statistical, property records and supporting documentation for a period of

three years following the BF-WDC's receipt of the contract closeout package required under section AA. 2 below.

2. Retain records for a period of three years after final disposition of assets, if any, acquired with contract funds that have a useful life of more than one year and a unit acquisition cost of \$5,000.
3. Retain those records mentioned in 1. and 2. above beyond the three year period if any litigation or audit is begun, or if a claim is instituted involving the Contract Agreement, or agreement covered by the records. In these instances, the records shall be retained from three years after the litigation, audit, or claim has been resolved.
4. Records regarding discrimination complaints and actions taken there under are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.
5. Retain, and upon request from the BF-WDC, shall transfer to the BF-WDC any and all WIA-related records, reports, applicant and participant files, and other documentation and physical evidence not otherwise specified above.

R. RESOLUTION OF 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. The existing or hereinafter amended Workforce Investment Act (WIA), the Department of Labor's (DOL) regulations relating to WIA, and the Washington State WIA Policies, and any applicable Washington State Regulations.
2. The Contract and its modifications.
3. The BF-WDC Strategic Plan and Operational Overview and its modifications.

S. SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior appropriations acts under the heading 'Employment and Training', as that phrase is defined in the Training and Employment Guidance Letter #5-06 issued by the U. S. Department of Labor, that are available for expenditure by the Contractor on or after June 15, 2006, shall be used by Contractor or its subcontractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II as defined in section 101 of Public Law 109-149, except as provided under section 101 thereunder. This limitation shall not apply to the extent Contractor provides "goods and services" as defined in OMB circular A-133. The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation by the Contractor that the Contractor has read Training and Employment Guidance Letter #5-06 and is in compliance.

The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation that the Contractor has read the above special conditions and is in compliance.

T. SAFEGUARDING OF PARTICIPANT INFORMATION

The Contractor shall not divulge such information without the written consent of the participant, except for disclosures required by law, court process, order, or decree. All participant information shall be made available upon request to parties having responsibilities for monitoring or evaluating the services and performances under the contract, and to governmental authorities to the extent necessary for the proper contract administration. The Contractor agrees to otherwise maintain the confidentiality of participant information to the extent allowed by law.

U. INFORMATION TECHNOLOGY RESOURCES

The Contractor must conform to Washington State WIA Policy #3460 and Employment Security Department (ESD) Policy and Procedure #2016 when using ESD-provided state-owned information technology resources. Contractor staff shall conform to WorkSource Columbia Basin policy regarding computer and e-mail usage.

V. TAXES

It is mutually agreed and understood that all payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor's staff, shall be the sole liability of the Contractor.

W. USE OF NAME PROHIBITED

The Contractor shall not in any way contract on behalf of or in the name of the BF-WDC.

X. WAIVER

A failure by the BF-WDC 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 BF-WDC and attached to the original contract.

Y. DAVIS-BACON ACT

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

Z. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

AA. PAYMENTS AND CLOSEOUT

1. Payment Requests

All payments to the Contractor shall be for reimbursement of costs incurred by the Contractor and shall not exceed the total amount set forth in the Budget attached as Exhibit C. All payment requests shall be submitted in a timely manner and in accordance with BF-WDC requirements and procedures governing reimbursements. The BF-WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to processing a Contractor's reimbursement request.

2. Contract Closeout

Upon expiration or termination of this contract, the Contractor shall provide the BF-WDC with a complete closeout package within 45 calendar days. A closeout accomplishes the financial end of the contract services and should include appropriate accruals. Closeout packages must comply with BF-WDC requirements and must follow the prescribed formats.

BB. ACCOUNTING AND AUDIT PROVISIONS

1. Generally Accepted Accounting Principles

The Contractor must establish and continually maintain an adequate accounting system in accordance with generally accepted accounting principles and standards as required by Federal, State and local laws, regulations, and policies, including, but not limited to, Section 136(f) of WIA and 20 CFR 629.35. This system shall include, but not be limited to: maintenance of a system of cross checks on receipts, deposits, account balances, payments and withdrawals and a prohibition against co-mingling of funds.

2. Cost Allocation Plan

The Contractor must maintain a Cost Allocation Plan (CAP) to support the distribution of any costs attributable to programs and/or activities under more than one contract. All costs included in the CAP will be supported by accounting records that will substantiate the propriety of charges. Budget allocations alone are not adequate allocation documentation. The Contractor will retain on file documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in no payment, or a reduced payment, until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

3. Program Income

Program income means income received by the Contractor that has been generated by contract supported activity, or earned as a result of the contract as defined in Federal and State regulations. If the Contractor is a public or private non-profit entity, all revenues in excess of costs for each separate program are to be treated as program income. Program income retained by the Contractor must be expended for additional training or training related services for WDC approved job training programs operated consistent with the WIA. The Contractor will be responsible for tracking contract revenues and expenditures separately for each program in accordance with Federal, State and WDC policies and procedures.

4. Stand-In Costs

Stand-in costs allowed under WIA may be reimbursed in lieu of reimbursement for costs disallowed under WIA. To obtain any reimbursement for stand-in costs under this provision, all stand-in costs must be reported by cost category on the WIA Monthly Fiscal Report submitted to the WDC; must be supported with back-up documentation; and, included within the scope of the Contractor's audit and accounted for in the Contractor's financial system. In order to get reimbursement for a stand-in cost, it shall be from the same title and program year as the costs that it is proposed to replace, and shall not result in a violation of the applicable cost limitations.

5. Indirect Cost Rate

Any indirect cost rates must be approved by a cognizant federal agency.

6. Payment Denial

The BF-WDC has the right to deny all or a portion of any payment request based upon any of the following: a) failure to comply with any contract provision, all of which are deemed to be material; b) failure to comply with any BF-WDC policy, or contractual terms and conditions; c) allegations of fraud or abuse as defined in federal/state regulations (see Section CC below); d) recoupment of costs disallowed under this or a previous BF-WDC contract; e) recoupment of amounts otherwise owed to the BF-WDC; or, f) failure to receive federal funds, upon which funding for this contract is based.

7. Single Audit Act Requirement

As a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for review or audit by officials or representatives of the BF-WDC, the General Accounting Office, the State Employment Security Department, the Comptroller General of the United States, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all subcontracts. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure a single or program-specific audit for that year. Upon completion of each audit, the Contractor and/or subcontractors shall submit, to the BF-WDC, the appropriate documentation as required in OMB Circular A-133 and State WIA Audit Policy.

Failure by the Contractor to comply with this section shall constitute a material breach of contract upon which the BF-WDC may cancel, terminate, or suspend this contract, or disallow payment previously received or requested by the Contractor.

CC. FRAUD OR ABUSE

The Contractor will administer its programs with safeguards, including proper internal controls necessary to reasonably prevent fraud and abuse. In the event of allegations of fraud or abuse as defined in federal and state regulations, the BF-WDC reserves the right to withhold contract payments in whole or in part until a determination on the merits of the allegation is made. Such a determination shall not supersede or replace final disallowed cost resolution procedures.

DD. GRIEVANCES & DISPUTES

The Contractor will develop and maintain a system for resolving applicant and client grievances. A copy shall be made available to clients and applicants for contracted services. Such procedures shall include time frames for filing a grievance and provide opportunities for informal and formal resolution. For grievances arising from the delivery of contracted services, the grievance procedures must include the right of the grievant to appeal to the BF-WDC Executive Director. Applicants shall be advised of the grievance procedures and their right to due process if they feel they have been wrongfully denied or terminated from services.

Any dispute regarding a question of fact, a term, or a responsibility arising under this Contract shall be resolved as follows:

A written description of the problem will be forwarded to the BF-WDC Executive Director for consideration by the Executive Director or the Executive Director's appointed representative. The Executive Director or the Executive Director's appointed representative will make a recommendation for resolution of the dispute with 14 working days after receipt of the written description. Neither party shall have recourse to the courts unless this procedure has been utilized.

EE. DELIVERY OF SERVICES

The Contractor agrees to deliver the quality, quantity and type of services as specified in Exhibit B, the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BF-WDC. All Contractor staff performing direct services under this contract shall meet minimum qualifications for the positions they hold as identified by the WorkKeys® position skills profile they are assigned.

The Contractor agrees to provide services associated with this contract in a manner that supports the vision of the one-stop service delivery system.

FF. NOTICE OF CLAIMS

Notice shall be promptly submitted to the BF-WDC of any action or claim being brought against the Contractor resulting from this contract.

GG. DISALLOWED COSTS

In the event of disallowed contract costs, each party agrees to bear its own litigation costs.

HH. LITIGATION COSTS

The Contractor agrees that WIA funds cannot be used to litigate against the BF-WDC, or against the federal, state, or county governments.

II. NEPOTISM

The Contractor shall not hire nor permit the hiring of any person in a position funded under this contract if the Contractor employs a member of the person's immediate family in an administrative capacity. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including selection, hiring or supervisory responsibilities.

JJ. PUBLIC STATEMENTS, CORRESPONDENCE MATERIAL AND MARKETING PUBLICATIONS

The Contractor shall indicate in any press release or statement to the public related to the program that it is funded by the BF-WDC and from funds made available under WIA. The Contractor shall identify the BF-WDC on all WIA funded correspondence material and marketing publications.

KK. REPORTS, MANAGEMENT INFORMATION SYSTEMS, EVALUATIONS, MONITORING, RECORDS

1. REPORTS

The Contractor shall submit all financial and other reports required by the BF-WDC, and shall provide access to staff and copies of all records and data necessary to verify or clarify information requested or provided in such reports.

2. EVALUATIONS AND MONITORING

The BF-WDC will conduct ongoing evaluation and monitoring of the Contractor's program. Evaluation and monitoring will include, but may not be limited to, contract compliance and effectiveness of the program contracted. The Contractor shall monitor its own program inclusive of any subcontracts and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud or abuse, and to regularly assess and evaluate program effectiveness.

LL. NOTICES

Notices, reports and payments shall be sent to the following individuals and addresses.

BF-WDC

Michelle Mann, Executive Director
Benton-Franklin Workforce Development Council
815 N. Kellogg, Suite C
Kennewick, WA 99336

CONTRACTOR

George Iranon, Executive Director
Career Path Services
902 Washington, Suite 300
Spokane, WA 99201

The individuals and addresses listed above may be changed by written notice to the parties.

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 basis:

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 Investment Act of 1998 (WIA), 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 WIA 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 WIA 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 activity.

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 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 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 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 30 days of the 90-day deadline (in other words, within 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 30 days of the date on which you received the Notice of Final Action.”

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her 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 and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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

Date

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 Contractor signatory) certifies, to the best of his or her 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, such prospective participant shall attach an explanation of this proposal (or plan).

Signature of Authorized Certifying Official

Title

Date

STATEMENT OF WORK**PROJECT DESCRIPTION:**

The Contractor shall continue to implement this Dropout Prevention Project in its partnership with Finley School District and community partners to provide dropout prevention and credit retrieval services to students and young adults. River View High School is making adequate yearly progress due in part to the Contractor's continued relationship and credit retrieval efforts with students at risk of dropping out.

The Contractor will provide dropout prevention services and credit retrieval services to students that are at risk of dropping out of school. Youth will be provided one-on-one tutoring, adult and peer mentoring, credit retrieval, leadership development, and referrals to community resources. Additionally, the Contractor will assist targeted students with career exploration, with the goal of keeping youth engaged in education.

TARGET CLIENT POPULATION:

The counselor at River View High School will identify "at risk" students who are behind in credits or have failed one or more parts of the WASL and therefore are at risk of not graduating on-time. The Contractor will then select twenty students of these "at risk" students for the program that meet the following criteria: (1) meet WIA youth income eligibility requirements; (2) be between the ages 16-19; (3) live in the Finley School District; and, (4) face one or more barriers to academic success, such as:

- Basic skills deficiency
- Domestic violence
- Foster child
- Immigrant, refugee, or minority status
- Involvement in the Juvenile Justice system
- Lack of stable housing
- Learning and other disabilities
- Limited English proficient
- Occupational skills deficiency
- Pregnant or teen parent
- Public Assistance recipient
- School dropout or behind in credits
- Substance abuse

If twenty students cannot be identified that meet the above criteria, pursuant to CFR 665.210(c), the Contractor may serve students that meet the criteria except for the income eligibility criteria.

This project allows flexibility to serve youth with WIA funds that do not meet WIA income guidelines. Priority of services guidelines when enrolling DPI 4 participants will be as follows:

- First priority for the use of WIA funds would be youth that meet WIA Low-income eligibility including those enrolled through use of the 5% window.
- Second priority for the use of WIA funds would be youth who do not meet income eligibility per CFR 665.210(c)-Research and Demonstrations.

The selected students, their parents, school administration, and the Contractor's Dropout Prevention/Intervention (DPI) Instructor will sign an agreement that identifies program expectations. The referring counselor and DPI instructor will also assess each student's receptivity in following the specific guidelines that will foster academic success. The key to success in this program is the student's motivation.

This project will serve a total of 20 at risk youth:

School District	High School	# Students Served
Finley	River View	20

SERVICE DELIVERY STRATEGY:

The Benton-Franklin Workforce Development Council and its Youth Council will coordinate this project. Finley School District will continue its partnership with Career Path Services -- the WIA youth service provider at WorkSource Columbia Basin -- to deliver services to at risk youth.

Career Path Services will share one FTE certificated teacher to provide tutoring and case management services onsite at River View High School with the OSY and ISY programs. Students registered in the DPI program under this agreement will attend classes over the summer at River View High School for the purpose of credit retrieval, i.e., earning credits previously not granted, using the internet-based credit retrieval curriculum. An individual service strategy plan will be developed for all participants that will outline their educational and career goals. All services provided will be education based, with a strong link between classroom and workplace learning as well as a strong emphasis on one-on-one assistance. Support services will be provided as needed to assist in successful program completion, senior project supplies, school supplies, transportation, and clothing. As appropriate, students will be co-enrolled with the In School Youth Program.

During the 2008-2009 school year, the Contractor's instructor will provide tutoring assistance and student support including senior project assistance for a minimum of one class period per day. The instructor will monitor student progress and communicate regularly with high school counselors and teachers.

Finley School District will provide classroom/office space for the Contractor's instructor so that services can be provided onsite. This not only reduces WIA program overhead costs, but also provides for an effective partnership between the education and workforce development systems.

INTERVENTION OUTCOMES

The objective of the Contractor's services, as detailed below, is to increase the graduation rates for the Finley School District by providing in-depth dropout prevention and credit retrieval services to the targeted students:

	Finley
Students Served	20
Students Returning to School (dropouts retrieved)	2
Students Retained	20
Diplomas Obtained/On Target to Obtain On Time	15*
*Some students served are not scheduled to graduate until June 2010	

MINIMUM SPENDING LEVELS

The Contractor shall expend a minimum of 85% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

REPORTING

The Contractor shall submit to the WDC a quarterly narrative report on contract activities within 10 days following the end of the quarter. A final report on contract activities shall be submitted no later than 10 days following the end of the contract period. The report will include project team members, development, and progress; a report on student progress – plan vs. actual; and, a report of expenditures to date – plan vs. actual.

PARTICIPANT TRACKING

Participants in this project will be entered into SKIES using the appropriate Program Type for the program content.

EXHIBIT C - BUDGET

CONTRACTOR: Career Path Services
PROGRAM TITLE: Drop In Project 4

CONTRACT DATE: July 1, 2008 to June 30, 2009

Budget Line Item	Total
Salaries & Benefits	\$ 26,866
Other Direct Costs	\$ 4,650
Direct Participant Costs	\$ 4,100
Indirect Costs	\$ 8,354
Total	\$ 43,970

GENERAL TERMS AND CONDITIONS - EXHIBIT A

A. ACCESS TO RECORDS AND FACILITIES

The BF-WDC, the Office of the Washington State Auditor, federal auditors, the Comptroller General of the United States, and any persons duly authorized by the State Employment Security Department shall have full access to and the right to examine and copy any or all books, records, 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 Contractor's safety and security standards provided in advance to the BF-WDC, to access, examine, and inspect any site used by the Contractor or its agents to conduct, control, or advance the program in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor shall maintain its records and accounts in such a way as to facilitate the audit and examination and assure that subcontractors also maintain records that are auditable in accordance with Generally Accepted Accounting Standards. Access under this section shall be at reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to the BF-WDC.

The Contractor shall include these requirements in all approved contracts awarded to subcontractors.

B. ASSIGNABILITY/SUBCONTRACTOR COMPLIANCE

The Contractor agrees not to assign or subcontract any part or all of its interest in this contract without prior written approval from the BF-WDC except for On-the-Job Training or Classroom Training agreements. Identification of a specific subcontractor in the Statement of Work, Exhibit B, constitutes BF-WDC approval.

All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor shall be held responsible for compliance and performance of all subcontractors. Subcontracts must be in writing and a copy of each subcontract must be provided to the BF-WDC.

C. ASSURANCES

The BF-WDC and the Contractor 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, including without limitation the Workforce Investment Act (WIA), the U.S. Department of Labor's regulations relating to WIA, Federal OMB Circulars, and the Washington State WIA Policies. The Contractor shall also comply with all Benton-Franklin Workforce Development Council Policies and Procedures.

As a condition to the award of this contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998(WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the Contractor makes to carry out the Title 1-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

D. AUDITS

At any time during normal business hours and as often as the BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, Comptroller General of the United States, and any other person duly authorized by the BF-WDC deem necessary, the Contractor shall make its records available. The BF-WDC, Employment Security Department, the Office of the State Auditor, federal auditors, and any persons duly authorized by the BF-WDC shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that subcontractors also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its subcontractors.

The Contractor shall adhere to applicable federal Office of Management and Budget Circulars, and other applicable federal and state regulations.

E. INDEMNIFICATION, INSURANCE AND BONDING

1. Indemnification

The Contractor will protect, save, and hold harmless the BF-WDC, Benton County and Franklin County, and all employees of each of them, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Contractor. In the case of negligence of both the BF-WDC and the Contractor, any damages shall be levied in proportion to the percentage of negligence attributable to each party.

2. Insurance and Bonding

The Contractor shall carry, without interruption during the term of this contract, 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.

The Contractor agrees to maintain, without interruption during the term of this contract, a fidelity bond in an amount consisting of the greater of \$100,000 or the largest monthly reimbursement under this contract which will cover all officers, directors, or employees authorized to act on behalf of the contractor or any subcontractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs.

The Contractor shall maintain automobile liability insurance, with a minimum limit of \$1,000,000 when vehicles owned or leased by the contractor or its employees, subcontractors or volunteers are used to provide services in performance of this contract.

If requested, the Contractor will provide the BF-WDC Executive Director with a copy of the applicable insurance face sheet(s) or certification reflecting these coverage(s). Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

The Contractor shall immediately notify the BF-WDC Executive Director if either insurance or bonding coverage is terminated during the term of the contract or is reduced below contractual requirements.

The Contractor shall carry and maintain professional liability insurance and if requested and/or required by law or agreement, provide proof of professional liability insurance in coverage amounts satisfactory to the BF-WDC.

F. CHANGES AND MODIFICATIONS

1. Unilateral Modification

This contract may be unilaterally modified at any time by the BF-WDC if required by changes in Federal or State laws, regulations, or rules. The Contractor must accept the unilateral modification or may elect to give immediate notice of contract termination.

2. Bilateral Modification

This contract may be bilaterally modified at any time by the execution of a written, signed contract modification executed by both parties to this contract.

3. Budget Adjustments

Except as set forth below, a written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to and approved by the BF-WDC Executive Director, and followed up by a formal modification to the contract prior to expenditure of funds by the Contractor.

Individual line items may be over expended, up to a maximum of 10% of the expenditure line item, without pre-approval by the BF-WDC Executive Director, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this Agreement.

G. CONTRACT TERMINATION

This contract may be terminated early in whole or in part for any of the following reasons:

1. Either party may terminate this contract for convenience by giving 90 calendar days advance written notice to the other party in person or by certified mail. The 90-day period shall commence when notice is deposited with the post office or personally delivered;
2. Either party may terminate this contract immediately for cause by giving written notice. Breach of any of the contract terms or attachments shall constitute cause for termination
3. If the BF-WDC fails to receive sufficient WIA funding to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the BF-WDC shall have the right to immediately and unilaterally reduce the maximum contract amount or terminate all or part of this contract;
4. The BF-WDC may terminate this contract for cause if the Contractor appears on the register of employers in contempt of court for violations of the National Labor Relations Act;
5. The BF-WDC reserves the right to terminate this contract if the Contractor fails to perform according to planned services, outcome, and expenditures goals;
6. Contractor may immediately terminate this contract if it declines the BF-WDC's right to unilaterally modify the contract pursuant to Section F1.
7. If this contract is terminated early, the Contractor shall only be entitled to reimbursement of actual WIA expenditures incurred prior to the date of termination. The BF-WDC has the authority to take possession of all records regarding this contract, including participant and accounting records, in the event of early termination of the contract.

H. CONFLICT OF INTEREST/CODE OF CONDUCT

The Contractor, including its agents and employees, will comply with all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest. The Contractor shall make available to the BF-WDC, upon request, a copy of its company's Conflict of Interest Policy. The Contractor further agrees to make available to its agents and employees copies of all applicable federal, state, BF-WDC, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest.

I. DEBARMENT AND SUSPENSION

For contracts valued at \$100,000 or more, the Contractor shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, - "Debarment and Suspension", codified at 29 CFR part 98.

J. DRUG-FREE WORKPLACE

The Contractor must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR Part 98.

K. INDEPENDENT CAPACITY OF CONTRACTOR

All parties to this contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

L. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall provide or purchase industrial insurance coverage prior to performing activities under this Contract. The BF-WDC will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for the Contractor, or any subcontractor, or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums on behalf of its employees, the BF-WDC may deduct the amount of premiums owing from the amounts payable to the Contractor under this Contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance.

M. JURISDICTION

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in either Benton County or Franklin County.

N. LEGAL AUTHORITY

The Contractor certifies that it possesses the legal authority to execute this contract and to perform required work.

O. LOBBYING ACTIVITIES

The Contractor has provided, as Exhibit D to this contract, its certification that it is in compliance with the requirements of 29 CFR Part 93, restricting lobbying activities. The Contractor shall also make available, upon request, required disclosure information if the Contractor participates in lobbying activities during the Contract period.

P. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this contract 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 Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity.

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including 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.

The Contractor must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIA Title 1-financially assisted program or activity;

Providing opportunities in, or treating any person in regard to, such a program or activity; or

Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the State EO Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity. The State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; 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 file. 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 Contractor 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 WIA Title I financially assisted programs or activities.

"(NAME OF ORGANIZATION) is an equal opportunity employer and Contractor of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

Q. RECORDS RETENTION

The Contractor shall:

1. Retain all financial, statistical, property records and supporting documentation for a period of

three years following the BF-WDC's receipt of the contract closeout package required under section AA. 2 below.

2. Retain records for a period of three years after final disposition of assets, if any, acquired with contract funds that have a useful life of more than one year and a unit acquisition cost of \$5,000.
3. Retain those records mentioned in 1. and 2. above beyond the three year period if any litigation or audit is begun, or if a claim is instituted involving the Contract Agreement, or agreement covered by the records. In these instances, the records shall be retained from three years after the litigation, audit, or claim has been resolved.
4. Records regarding discrimination complaints and actions taken there under are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.
5. Retain, and upon request from the BF-WDC, shall transfer to the BF-WDC any and all WIA-related records, reports, applicant and participant files, and other documentation and physical evidence not otherwise specified above.

R. RESOLUTION OF 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. The existing or hereinafter amended Workforce Investment Act (WIA), the Department of Labor's (DOL) regulations relating to WIA, and the Washington State WIA Policies, and any applicable Washington State Regulations.
2. The Contract and its modifications.
3. The BF-WDC Strategic Plan and Operational Overview and its modifications.

S. SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior appropriations acts under the heading 'Employment and Training', as that phrase is defined in the Training and Employment Guidance Letter #5-06 issued by the U. S. Department of Labor, that are available for expenditure by the Contractor on or after June 15, 2006, shall be used by Contractor or its subcontractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II as defined in section 101 of Public Law 109-149, except as provided under section 101 thereunder. This limitation shall not apply to the extent Contractor provides "goods and services" as defined in OMB circular A-133. The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation by the Contractor that the Contractor has read Training and Employment Guidance Letter #5-06 and is in compliance.

The incurrence of costs and receipt of reimbursement for these costs by the Contractor under this agreement shall be deemed a certification and representation that the Contractor has read the above special conditions and is in compliance.

T. SAFEGUARDING OF PARTICIPANT INFORMATION

The Contractor shall not divulge such information without the written consent of the participant, except for disclosures required by law, court process, order, or decree. All participant information shall be made available upon request to parties having responsibilities for monitoring or evaluating the services and performances under the contract, and to governmental authorities to the extent necessary for the proper contract administration. The Contractor agrees to otherwise maintain the confidentiality of participant information to the extent allowed by law.

U. INFORMATION TECHNOLOGY RESOURCES

The Contractor must conform to Washington State WIA Policy #3460 and Employment Security Department (ESD) Policy and Procedure #2016 when using ESD-provided state-owned information technology resources. Contractor staff shall conform to WorkSource Columbia Basin policy regarding computer and e-mail usage.

V. TAXES

It is mutually agreed and understood that all payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor's staff, shall be the sole liability of the Contractor.

W. USE OF NAME PROHIBITED

The Contractor shall not in any way contract on behalf of or in the name of the BF-WDC.

X. WAIVER

A failure by the BF-WDC 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 BF-WDC and attached to the original contract.

Y. DAVIS-BACON ACT

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

Z. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

AA. PAYMENTS AND CLOSEOUT

1. Payment Requests

All payments to the Contractor shall be for reimbursement of costs incurred by the Contractor and shall not exceed the total amount set forth in the Budget attached as Exhibit C. All payment requests shall be submitted in a timely manner and in accordance with BF-WDC requirements and procedures governing reimbursements. The BF-WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to processing a Contractor's reimbursement request.

2. Contract Closeout

Upon expiration or termination of this contract, the Contractor shall provide the BF-WDC with a complete closeout package within 45 calendar days. A closeout accomplishes the financial end of the contract services and should include appropriate accruals. Closeout packages must comply with BF-WDC requirements and must follow the prescribed formats.

BB. ACCOUNTING AND AUDIT PROVISIONS

1. Generally Accepted Accounting Principles

The Contractor must establish and continually maintain an adequate accounting system in accordance with generally accepted accounting principles and standards as required by Federal, State and local laws, regulations, and policies, including, but not limited to, Section 136(f) of WIA and 20 CFR 629.35. This system shall include, but not be limited to: maintenance of a system of cross checks on receipts, deposits, account balances, payments and withdrawals and a prohibition against co-mingling of funds.

2. Cost Allocation Plan

The Contractor must maintain a Cost Allocation Plan (CAP) to support the distribution of any costs attributable to programs and/or activities under more than one contract. All costs included in the CAP will be supported by accounting records that will substantiate the propriety of charges. Budget allocations alone are not adequate allocation documentation. The Contractor will retain on file documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in no payment, or a reduced payment, until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

3. Program Income

Program income means income received by the Contractor that has been generated by contract supported activity, or earned as a result of the contract as defined in Federal and State regulations. If the Contractor is a public or private non-profit entity, all revenues in excess of costs for each separate program are to be treated as program income. Program income retained by the Contractor must be expended for additional training or training related services for WDC approved job training programs operated consistent with the WIA. The Contractor will be responsible for tracking contract revenues and expenditures separately for each program in accordance with Federal, State and WDC policies and procedures.

4. Stand-In Costs

Stand-in costs allowed under WIA may be reimbursed in lieu of reimbursement for costs disallowed under WIA. To obtain any reimbursement for stand-in costs under this provision, all stand-in costs must be reported by cost category on the WIA Monthly Fiscal Report submitted to the WDC; must be supported with back-up documentation; and, included within the scope of the Contractor's audit and accounted for in the Contractor's financial system. In order to get reimbursement for a stand-in cost, it shall be from the same title and program year as the costs that it is proposed to replace, and shall not result in a violation of the applicable cost limitations.

5. Indirect Cost Rate

Any indirect cost rates must be approved by a cognizant federal agency.

6. Payment Denial

The BF-WDC has the right to deny all or a portion of any payment request based upon any of the following: a) failure to comply with any contract provision, all of which are deemed to be material; b) failure to comply with any BF-WDC policy, or contractual terms and conditions; c) allegations of fraud or abuse as defined in federal/state regulations (see Section CC below); d) recoupment of costs disallowed under this or a previous BF-WDC contract; e) recoupment of amounts otherwise owed to the BF-WDC; or, f) failure to receive federal funds, upon which funding for this contract is based.

7. Single Audit Act Requirement

As a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for review or audit by officials or representatives of the BF-WDC, the General Accounting Office, the State Employment Security Department, the Comptroller General of the United States, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all subcontracts. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure a single or program-specific audit for that year. Upon completion of each audit, the Contractor and/or subcontractors shall submit, to the BF-WDC, the appropriate documentation as required in OMB Circular A-133 and State WIA Audit Policy.

Failure by the Contractor to comply with this section shall constitute a material breach of contract upon which the BF-WDC may cancel, terminate, or suspend this contract, or disallow payment previously received or requested by the Contractor.

CC. FRAUD OR ABUSE

The Contractor will administer its programs with safeguards, including proper internal controls necessary to reasonably prevent fraud and abuse. In the event of allegations of fraud or abuse as defined in federal and state regulations, the BF-WDC reserves the right to withhold contract payments in whole or in part until a determination on the merits of the allegation is made. Such a determination shall not supersede or replace final disallowed cost resolution procedures.

DD. GRIEVANCES & DISPUTES

The Contractor will develop and maintain a system for resolving applicant and client grievances. A copy shall be made available to clients and applicants for contracted services. Such procedures shall include time frames for filing a grievance and provide opportunities for informal and formal resolution. For grievances arising from the delivery of contracted services, the grievance procedures must include the right of the grievant to appeal to the BF-WDC Executive Director. Applicants shall be advised of the grievance procedures and their right to due process if they feel they have been wrongfully denied or terminated from services.

Any dispute regarding a question of fact, a term, or a responsibility arising under this Contract shall be resolved as follows:

A written description of the problem will be forwarded to the BF-WDC Executive Director for consideration by the Executive Director or the Executive Director's appointed representative. The Executive Director or the Executive Director's appointed representative will make a recommendation for resolution of the dispute with 14 working days after receipt of the written description. Neither party shall have recourse to the courts unless this procedure has been utilized.

EE. DELIVERY OF SERVICES

The Contractor agrees to deliver the quality, quantity and type of services as specified in Exhibit B, the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BF-WDC. All Contractor staff performing direct services under this contract shall meet minimum qualifications for the positions they hold as identified by the WorkKeys® position skills profile they are assigned.

The Contractor agrees to provide services associated with this contract in a manner that supports the vision of the one-stop service delivery system.

FF. NOTICE OF CLAIMS

Notice shall be promptly submitted to the BF-WDC of any action or claim being brought against the Contractor resulting from this contract.

GG. DISALLOWED COSTS

In the event of disallowed contract costs, each party agrees to bear its own litigation costs.

HH. LITIGATION COSTS

The Contractor agrees that WIA funds cannot be used to litigate against the BF-WDC, or against the federal, state, or county governments.

II. NEPOTISM

The Contractor shall not hire nor permit the hiring of any person in a position funded under this contract if the Contractor employs a member of the person's immediate family in an administrative capacity. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including selection, hiring or supervisory responsibilities.

JJ. PUBLIC STATEMENTS, CORRESPONDENCE MATERIAL AND MARKETING PUBLICATIONS

The Contractor shall indicate in any press release or statement to the public related to the program that it is funded by the BF-WDC and from funds made available under WIA. The Contractor shall identify the BF-WDC on all WIA funded correspondence material and marketing publications.

KK. REPORTS, MANAGEMENT INFORMATION SYSTEMS, EVALUATIONS, MONITORING, RECORDS

1. REPORTS

The Contractor shall submit all financial and other reports required by the BF-WDC, and shall provide access to staff and copies of all records and data necessary to verify or clarify information requested or provided in such reports.

2. EVALUATIONS AND MONITORING

The BF-WDC will conduct ongoing evaluation and monitoring of the Contractor's program. Evaluation and monitoring will include, but may not be limited to, contract compliance and effectiveness of the program contracted. The Contractor shall monitor its own program inclusive of any subcontracts and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud or abuse, and to regularly assess and evaluate program effectiveness.

LL. NOTICES

Notices, reports and payments shall be sent to the following individuals and addresses.

BF-WDC

Michelle Mann, Executive Director
Benton-Franklin Workforce Development Council
815 N. Kellogg, Suite C
Kennewick, WA 99336

CONTRACTOR

George Iranon, Executive Director
Career Path Services
905 N. Washington, Suite 300
Spokane, WA 99201

The individuals and addresses listed above may be changed by written notice to the parties.

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 basis:

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 Investment Act of 1998 (WIA), 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 WIA 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 WIA 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 activity.

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 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 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 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 30 days of the 90-day deadline (in other words, within 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 30 days of the date on which you received the Notice of Final Action.”

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her 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 and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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

Date

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 Contractor signatory) certifies, to the best of his or her 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, such prospective participant shall attach an explanation of this proposal (or plan).

Signature of Authorized Certifying Official

Title

Date

STATEMENT OF WORK I-BEST

PROJECT DESCRIPTION:

The concept of Integrated Basic Education and Skills Training (I-BEST) is to provide education and work related training simultaneously. This project is a pilot and will focus on creating opportunity of youth ages 18-21 to become successful in the classroom and the workplace.

I-BEST pairs Adult Basic Education or English as a Second Language (ESL) with workforce training. Students learn literacy and workplace skills at the same time. I-BEST participants meet the same rigorous academic standards and pass the same industry certifications as traditional work force students.

The Contractor shall implement this I-BEST Project in partnership with Columbia Basin College. The Contractor shall provide links to the employment community and offer wrap-around services that out-of school youth require to be successful.

TARGET CLIENT POPULATION:

This project will serve a total of 20 youth.

The Contractor will serve youth ages 18-21 that have been separated from the school district and lack a Diploma/GED. Testing will be done as needed for Adult Basic Education and English as a Second Language. Classes have been planned to meet local demand occupations and encourage both males and females to participate. As appropriate, participants will be co-enrolled with the Out-of-School Youth Program.

The Contractor will select participants for the I-BEST project that meet the following criteria: (1) meet WIA youth income eligibility requirements; (2) are between the ages 18-21; (3) have been separated from the school district and, (4) face one or more barriers to success, such as:

- Basic skills deficiency
- Domestic violence
- Foster child
- Immigrant, refugee, or minority status
- Involvement in the Juvenile Justice system
- Lack of stable housing
- Learning and other disabilities
- Limited English proficient
- Occupational skills deficiency
- Pregnant or teen parent
- Public Assistance recipient
- School dropout
- Substance abuse

SERVICE DELIVERY STRATEGY:

The Contractor will conduct ongoing recruitment activities, assessment and goal setting. The Contractor will maintain a case file on each enrolled participant that documents all services delivered. CBC staff and Contractor staff will interact as appropriate to ensure successful completion of services.

The educational, career programs this pilot will focus on are; Medical Secretary with NAC Proficiency, Nursing Assistant Certification (NAC) and Phlebotomy. In addition there are four other programs still under development the Contractor will incorporate once implemented, they are; Solid Works Software, Lube Technician Certification, Corrections Officer and Office and Computer Training (Customer Service).

The Contractor will provide; recruitment and referral, case management, wrap around support services, job placement and follow up support. The contractor will leverage WIA funds to support students that qualify and wish to participate in the I-BEST Project. The Contractor will train CBC support staff on use of the Self-Sufficiency Calculator.

An individual service strategy plan will be developed for all participants that will outline their educational and career goals. All services provided will be education based, with a strong link between classroom and workplace learning. Support services will be provided as needed to assist in successful program completion, school supplies, transportation, and clothing. As appropriate, students will be co-enrolled with the Out of School Youth Program.

Performance Goals

Participants Enrolled in I-BEST	20
Completed Training	16
Did Not Complete Training	4
Exits	20

REPORTING

The Contractor shall submit to the WDC a quarterly narrative report on contract activities within 10 days following the end of the quarter. A final report on contract activities shall be submitted no later than 10 days following the end of the contract period. The report will include project team members, development, and progress; a report on student progress – plan vs. actual; and, a report of expenditures to date – plan vs. actual.

PARTICIPANT TRACKING

Participants in this project will be entered into SKIES using the appropriate Program Type for the program content.

EXHIBIT C - BUDGET

CONTRACTOR: Career Path Services
PROGRAM TITLE: I-BEST

CONTRACT DATE: July 1, 2008 to June 30, 2009

Budget Line Item	Total
Salaries & Benefits	\$ 47,005
Other Direct Costs	\$ 2,580
Direct Participant Costs	\$ 2,775
Indirect Costs	\$ 7,140
Total	\$ 59,500

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 11 Aug 2008 Subject: Rattlesnake Mtn Memo Date: 06 Aug 2008 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other
		X

01.05

SUMMARY

Adam will provide a verbal status report. Commissioner Benitz and Adam met with Energy Northwest, Washington Emergency Management, and USDOE personnel on August 5th. Highlights and major topics of the briefing will include:

- Energy Northwest is tracking with two parallel groups – a technical group dealing with building and frequency issues, and our policy and access group.
- Our group agreed on a working definition of “maintenance” to mean “basic road repair and snow removal”.
- Our discussions of road easement are focusing on an easement of up to 60 feet, suitable for safe maintenance of a “primitive” but paved road. We briefly discussed base material, temporary repairs, long-term upgrades, and other things.
- DOE instructed that a “Section 106” (NHPA) process will result from this “federal action”. The federal actions here are the out-granting of an easement for the road, and new disturbance/reconfiguration activities on the summit. This involves consultation with the tribes and will not be completed until next year. In large part because of this, we are planning for interim actions to get us through the coming winter, and the long-range plan that we would aim to have in place next spring.
- Governor Gregoire did indeed follow-up with the support letter that was promised, and that letter is attached hereto.
- It was revealed to us that PNNL is most likely going to take-over administration of the observatory. PNL will then work-out any agreements for use and maintenance with AASTO.
- Adam is working with EN and DOE to arrange the tour for the Sheriff and Public Works that will focus on both the structural and administrative aspects of access, travel, safety, and security on the mountain.
- My current thinking, based on this meeting, is that Benton County will submit a proposal/white paper outlining what we will commit to do and what other outstanding questions/issues we still have. The proposal will have two main parts – a road section discussing maintenance issues and costs, as well as long-term upgrades; and security section discussing the nature of access, safety issues, patrol, and emergency response. I will work on the former with Public Works and the latter with the Sheriff. As we put meat on these bones, I will also be running anything having to do with easements, mutual aid, memoranda of understanding, etc, through the Prosecutor.

#

CHRISTINE O. GREGOIRE
Governor



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 753-6780 • www.governor.wa.gov

July 22, 2008

H. Boyd Hathaway, Realty Officer
U.S. Department of Energy
Richland Operations Office
Post Office Box 550
Richland, WA 99352

Dear Mr. Hathaway:

I reviewed the proposal submitted by Energy Northwest on July 1, 2008, providing a solution to consolidate Rattlesnake Mountain communication sites to minimize the number of sites in consideration of this important traditional cultural property. Consolidation of communication facilities offers an acceptable balance of protecting this cultural property and serving the communication needs of our public safety entities. The Battelle National Laboratory's observatory is also a significant facility that should be maintained.

I met with many of the local government officials and staff, as well as numerous state agencies affected by this consolidation. Their collective concerns and issues are paramount in my supporting this effort.

The state of Washington requests your approval of the Energy Northwest proposal and your staff's dedication to reach a successful resolution to both concerns. Our state agencies will do everything possible to support this collective effort.

Sincerely,

A handwritten signature in black ink that reads "Christine O. Gregoire".

Christine O. Gregoire
Governor

RECEIVED
JUL 28 2008
DOE-RLCC



TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

9.15

Fund Name: Current Expense	Fund Number: 0000.101
Dept Name: Sheriff Patrol	Dept Number: 121

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
521.931.1562	Detective	20,408	20,408
521.931.1925	Overtime	1,104	1,104
521.931.2102	Social Security	1,634	1,634
521.931.2103	Medical Insurance	3,203	3,203
521.931.2104	Retirement	1,118	1,118
521.931.2105	Uniforms & Accessories	500	500
521.931.2106	Uniform Laundry	150	150
521.931.3103	Oil & Lubricants	1,425	1,425
521.931.3106	Operating Supplies	500	500
521.931.4802	Repair/Maintenance Vehicle	500	500
521.931.4813	Repair/Maintenance Radios	120	120
521.931.5119	EDC-800 MHZ User Fees	380	380
521.931.5126	Local Law Enforcement Overtime Reimbursement	1,000	1,000
521.931.9305	Computer Hardware & Software	6,000	6,000
594.931.6410	Capital Outlay - Vehicles	36,012	36,012
594.210.6410	Capital Outlay - Vehicles	6,112	599,074
Total Supplement		\$80,166	

Revenue

Fund Number	Item Name	Amount
334.01.1001	WASPC Sex Offender Verification Program	74,054
331.16.7103	JAG City of Kenneick	6,112
Total Revenue		\$80,166

Basis for Supplement:

1) The Benton County Sheriff's Office was awarded \$131,252.63 as part of the WASPC Registered Sex Offender Address and Residency Verification Program. This grant award is effective from July 1, 2008 thru June 30, 2009 and will renew for additional periods after Request For Qualifications are completed. The Sheriff met with the Richland and Kennewick Police Chiefs and agreed that the funds allocated should stay with Benton County to fund a full time deputy to complete registered sex offender address/residency verifications for the County and local law enforcement agencies as well as \$7,000 to the Prosecuting Attorneys Office to assist in their efforts which will be included in the 2009 budget. Local law enforcement agencies may request reimbursement for overtime to perform address and residency verifications when needed. 2) In July of 2008 the Board approved an agreement between The City of Kennewick and Benton County to participate in the 2008 Byrne Justice Assistance Grant. The Benton County Sheriff's Office request a supplement in the amount of \$6,112 to utilize the awarded amount towards (16) Laptop Computer Docking Stations to completely outfit their current patrol fleet.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

- Approved for Hearing
- Denied

Commissioners' Date Stamp

TRANSMITTAL REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: Current Expense	Fund Number: 0502.101
Dept Name: Commissioners	Dept Number: 000

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
518.400.3507	New Computer Hardware	6,000	115,740
Total Supplement		\$6,000	

Revenue		
Fund Number	Item Name	Amount
348.80.0121	Sheriff Patrol	6,000
Total Revenue		\$6,000

Basis for Supplement:
This corresponds with a request being submitted by the Sheriff's department for an additional detective. It covers an Itronix semi-rugged laptop; desktop & printer.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

_____ Approved for Hearing

CHAIRMAN

_____ Denied

COMMISSIONER

COMMISSIONER