

September 21, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
September 14, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Max E. Benitz, Jr. Chairman
Commissioner Leo Bowman
Commissioner James Beaver
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; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; DPA Ryan Brown; Mike Shuttleworth, Susan Walker, and Valerie Baker, Planning; Erhiza Rivera, Treasurer's Office; Safety/Training Coordinator Bryan Perry; DPA Kathleen Galioto; Superior Court Judge Carrie Runge; Clerk Josie Delvin.

Approval of Minutes

The Minutes of September 8, 2009 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items "a" through "j", adding "k". Commissioner Bowman seconded and upon vote, the Board approved the following:

Central Services

- a. Upgrading and Renewing Borderware Email Firewall

Commissioners

- b. Submission of the WA State Historic County Courthouse Rehabilitation Grant Application

Juvenile

- c. Contract Amendment w/Aramark Correctional Services
- d. Contract w/Finley School District for Truancy Program and Services

Public Works

- e. Surplus of Personal Property
- f. Authorization for Purchase of Snowplow Carbide Cutting Edges
- g. Public Assistance Grant Agreement - Emergency Disaster Assistance Funds

Sheriff

- h. Memorandum of Agreement / Lead Nurse Position

Superior Court

- i. Proclamation for National Adoption Day

Workforce Development Council

j. Service Provider Contract w/Career Path Services Employment and Training
Commissioners

k. A Time of Remembrance

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

Comprehensive Plan Amendment Workshop

Mike Shuttleworth, Susan Walker, and Valerie Baker presented the following comprehensive plan amendment applications for review with the Board:

CPA 09-01: A proposal by William and Nancy Pace to change the land use designation from Heavy Industrial to Rural Lands Five on an 11-acre parcel, lying north of Christie Road approximately one mile west of Plymouth. The Planning Commission recommended approval.

CPA 09-02: A request by the City of Richland to expand its Urban Growth Area to include nine parcels for 178.36 additional acres located southwest of the I-82 Badger Road Interchange. The Planning staff recommended denial.

CPA 09-03: A request by the City of Benton City to expand its Urban Growth Area to include approximately 1,545 additional acres located south and east of the city limits. The Planning Commission recommended denial.

CPA 09-04: A proposal by Harold and Susan Bond to change a land use designation from Rural Lands Five to General Commercial on a 6.37 acre parcel, lying south of the I-82 freeway on Jacobs Road. The Planning Commission recommended denial.

CPA 09-05: A proposal by Kennewick General Hospital and an inclusion by the planning staff of 2.32 acres owned by Paul Meier to change the land use designation from Heavy Industrial to Rural Lands 5 on parcels consisting of approximately 55 acres in south Finley known as part of the Hover Industrial Park located on both sides of Toothacker Road. The Planning Commission recommended approval.

CPA 09-06: A staff housekeeping proposal to update text in the Rural Element, Chapter 5, and maps in the Transportation Element, Chapter Eight, regarding completion of the Finley Intertie. Planning staff recommended approval.

The Board briefly recessed, reconvening at 9:47 a.m.

Executive Session – Pending Litigation

The Board went into executive session at 9:47 a.m. for approximately 15 minutes with DPA Ryan Brown to discuss pending litigation. Also present were David Sparks, Cami McKenzie, Mike Shuttleworth, Melina Wenner, Susan Walker, and Loretta Smith Kelty. The Board came

out at 10:03 a.m. Mr. Brown said the Board discussed pending litigation and that no action was taken.

The Board briefly recessed, reconvening at 10:05 a.m.

Public Hearing – Zone Change 09-01

Mike Shuttleworth presented a zone change application from Unclassified to Light Industrial. He said the Planning Commission conducted its own public hearing and recommended approval of the zone change application. Additionally, the Planning staff recommended the Board adopt the Planning Commission's recommendations, findings and conclusions.

Proponent Testimony

Marnie Gibbs, property owner, spoke in favor of the zoning change and said this change would be consistent with the comprehensive plan.

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

MOTION: Commissioner Bowman moved to approve the Planning Commission's recommendations, findings, and conclusions as their own and approve the zone change application ZC 09-01. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 10:15 a.m.

Executive Session - Potential Litigation

The Board went into executive session at 10:15 a.m. for approximately 10 minutes with DPA Kathleen Galioto to discuss pending litigation. Also present were David Sparks, Cami McKenzie, Mike Shuttleworth, Ryan Brown, Melina Wenner, Loretta Smith Kelty, Steve Brown, Steve Becken, and Malcolm Bowie. The Board came out at 10:20 a.m. Ms. Galioto announced that no decisions were made but direction was given.

The Board briefly recessed, reconvening at 10:25 a.m.

Benton City Economic Development Council Presentation

Randy Rutledge and Bea Baker gave a Powerpoint presentation and briefly discussed the following items relating to Benton City Economic Development Council:

- Goals/Missions; Initial Strategy
- Areas of Focus: community development; infrastructure improvements; business and industrial growth, and Red Mountain
- Community Development Needs
- Meeting Youth Needs
- Progress in the Community

- Getting "Green", earth month, beautification of the City
- Benton City Community Market
- Horizons Program
- Business and Industrial Growth
- Sales Tax Revenues, Recent growth, Businesses and More

Supplemental Budget Requests

Linda Ivey presented the following supplemental budget requests for public hearing:

1. Coroner, \$30,000 for autopsy costs – approved for hearing
2. Noxious Weed Control, \$19,125, grant – approved for hearing
3. Superior Court, \$50,000 for professional services – approved for hearing
4. Sheriff Patrol, \$38,095, JAG grant - approved for hearing
5. Juvenile, \$35,361, for drug court funding – approved for hearing
6. Human Services, \$12,000 for systems analyst – approved for hearing
7. Homeless Housing, \$150,000 for pass through funding – approved for hearing
8. Legal Financial Obligation Docket, \$11,580 – denied for public hearing. The Board agreed the matter could be paid for out of current budgets (or current expense if needed) and should be addressed in the 2010 budget process.

Executive Session - Pending Litigation

The Board went into executive session at 10:57 a.m. for approximately 10 minutes with DPA Ryan Brown to discuss pending litigation. Also present were Melina Wenner, Mike Shuttleworth, Susan Walker, David Sparks, Cami McKenzie, and Loretta Smith Kelty. The Board came out at 11:02 a.m. Mr. Brown stated the Board discussed pending litigation and that no action was taken.

Vouchers

Check Date: 9/4/2009
 Taxes #: 10109091-10109093
 Warrant #: 932178-932213
 Total all funds: \$1,794,258.49

Check Date: 9/4/2009
 Warrant #: 225047-225204
 Direct Deposit #: 46781-47358
 Total all funds: \$2,041,249.91

Check Date: 9/11/2009
 Warrant #: 932405-932595
 Total all funds: \$705,156.27

Check Date: 9/11/2009
Warrant #: 932596-933287
Total all funds: \$16,630.26

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

Resolutions

- 09-594 Upgrading and Renewing Borderware Email Firewall
- 09-595 Submission of the WA State Historic County Courthouse Rehabilitation Grant Application
- 09-596 Contract Amendment w/Aramark Correctional Services
- 09-597 Contract w/Finley School District for Truancy Program and Services
- 09-598 Surplus of Personal Property
- 09-599 Authorization for Purchase of Snowplow Carbide Cutting Edges
- 09-600 Public Assistance Grant Agreement - Emergency Disaster Assistance Funds
- 09-601 Memorandum of Agreement / Lead Nurse Position
- 09-602 Proclamation for National Adoption Day
- 09-603 Service Provider Contract w/Career Path Services Employment and Training
- 09-604 Proclaiming September 26 and 27 "A Time of Remembrance"
- 09-605 Approval of ZC 09-01; Applicant: Marnie Gibbs

There being no further business before the Board, the meeting adjourned at approximately 11:02 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
September 15, 2009, 3:00 p.m.
Commissioners' Executive Conference Room
Benton County Justice Center, Kennewick, WA

Present: Chairman Max E. Benitz, Jr. Chairman
Commissioner Leo Bowman
Commissioner James Beaver
Clerk of the Board Cami McKenzie

Washington State Association of Counties

Merrill Ott and Eric Johnson met with the Board to give an update on WSAC and hear about issues concerning Benton County.

Mr. Johnson provided a packet of information concerning WSAC policies, website information, legislation, WSAC budget, and proposed changes to bylaws.

Chairman Benitz requested that WSAC watch the following issues and their impacts to Benton County: exempt well moratorium and small public drinking water system.

Commissioner Beaver said he wanted to be proactive and focus on negative impacts that were really hurting the counties and help where he could. Additionally, he requested that WSAC look at an automobile leasing program for counties to participate in.

Commissioner Bowman provided a copy of a letter from Benton County to the Department of Ecology regarding Benton County's opposition to opening RCW 90.80 Water Conservancy Legislation and asked WSAC to review the matter. Additionally, he expressed his opposition to proposed changes to bylaws concerning NACO membership terms and discussed the importance of continuity for those members. Also, Commissioner Bowman discussed his concern about the disbanding of the Transportation Committee by staff and said those decisions should be made by the Legislative Steering Committee, the Board, or the President.

The meeting adjourned at approximately 4:15 p.m.

Clerk of the Board

Chairman

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Monday, September 21, 2009
Benton County Courthouse, Prosser, WA

9:00 AM Call to Order
Approval of Minutes
Review Agenda

CONSENT AGENDA

Commissioners

- a. Second Amendment to the Interlocal Agreement w/Greater Columbia Behavioral Health
- b. Canvassing Board Appointment
- c. Establishing Salary Grade for Public Defense Attorney II & III

Human Services

- d. Amendment, #07/09-SA-ESD-01, w/Educational Service District 123
- e. Agreement, #09/10-PREV-ESD-00 w/Educational Service District 123
- f. Agreement, #09/10-DD-GW-00, w/Goodwill Industries of the Columbia, Inc.
- g. Agreement, #09/10-DD-CDC-00, w/Children's Development Center
- h. Agreement, #09/10-DD-PTC-00, w/Peopleworks Tri-Cities, LLC
- i. Agreement, #09-10-DD-ARC-00, w/The Arc of the Tri-Cities
- j. Agreement, #09/10-PREV-BFSAC-00, w/BF Substance Abuse Coalition
- k. Professional Services Agreement, #PSA-2009/10, w/S. Adolphsen
- l. Lease Addendum w/McCausland (Now Bassett)/Sonju J/V

Juvenile

- m. Line Item Transfer, Fund No. 0115-101, Dept. 171 & 174

Prosecuting Attorney

- n. Non-Bargaining Personnel Policies and Procedures; Rescinding Resolution 07-320

Office of Public Defense

- o. Classifications and Salary Grades for Deputy Defense Attorneys

Public Works

- p. Local Agency Agreement Supplement for Webber Canyon Road Railroad Undercrossing
- q. Authorization to Proceed w/Improvement of Webber Canyon Road BNSF Underpass Roadway & Kiona Streets
- r. Lease Agreement for Crushing and Stockpile Site – Finley Pit R-133

Sheriff

s. Intergovernmental Agreement w/United States Marshals

t. Line Item Transfer, fund No. 0000-101, Dept. 120

Sustainable Development

u. Interlocal Amendment w/Port of Benton for Capital Improvements at Crow Butte Park

v. Economic Impacts Analysis of the Proposed “Red Mountain Interchange”

Workforce Development Council

w. Service Provider Contract, #CFDA #17.260, w/Employment Security Department

x. Service Provider Contract, #CFDA #17.258, w/Columbia Industries

y. Service Provider Contract, #CFDA #17.259, w/Career Path Services Employment & Training

9:05 AM Ordinance Amendment BCC 3.26, Flood Damage Prevention - Planning

9:15 AM Public Hearing – Subdivision Vacation – SV09-01 - Planning

9:25 AM Public Hearing – Short Plat Vacation – SPV 09-03 - Planning

9:35 AM Public Hearing – Short Plat Vacation – SPV 09-04 - Planning

9:45 AM a. Other Business

b. Unscheduled Visitors

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND GREATER COLUMBIA BEHAVIORAL HEALTH (GCBH) FOR THE REFORMATION OF (GCBH) REGIONAL SUPPORT NETWORK; RESCINDING RESOLUTION 09-262

WHEREAS, per Resolution 09-262 dated April 20, 2009, the Board of Benton County Commissioners entered into an agreement to amend the interlocal previously entered on April 24, 2006, per Resolution 06-229 to provide continuance and expansion for Greater Columbia Behavioral Health for comprehensive mental health services and economy of resources for all member counties; and

WHEREAS, the attached second amendment outlines the restructuring of the membership composition; and

WHEREAS, a new member county may join GCBH after approval of majority vote of the Governing Board and shall become an active participant member of GCBH; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the second amendment to said agreement for the reformation of Greater Columbia Behavioral Health Regional Support Network.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

This Agreement is made and entered into by and among the several counties organized and existing as political subdivisions under the Constitution and laws of the State of Washington which are signatory to this Agreement and shall replace all prior Agreements concerning Greater Columbia Behavioral Health ("GCBH") and/or Greater Columbia Regional Support Network which are hereby terminated and revoked.

RECITALS

WHEREAS, The State of Washington legislature has adopted RCW 71.24 as amended from time to time, instituting mental health reform and authorizing regional support networks, hereinafter called RSNs; and

WHEREAS, The State of Washington has adopted RCW 71.24.025 and 71.24.300 thereby making tribal authorities eligible to participate in the administration and management of regional support networks; and

WHEREAS, counties benefit from RCW 39.34 which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, each member county desires to join together for the purpose of planning, authorizing, and coordinating mental health services; and

WHEREAS, it appears economically feasible and practical to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the member counties agree as follows:

ARTICLE 1

PURPOSE

This Agreement is entered into for continuing and expanding GCBH, which shall be organized under RCW 71.24-Community Mental Health Services Act, and RCW 39.34-Interlocal Cooperation Act, to provide programs of comprehensive mental health services and economy of resources for all member counties.

ARTICLE 2

PARTIES TO AGREEMENT

The counties that are party to this agreement are as follows: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Skamania, Walla Walla, Whitman and Yakima. Each member county that is a party to this Agreement certifies that it intends to participate with all other member counties to this Agreement on its effective date and with such other parties as may later be added to and become

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

signatories to this Agreement. Each party also agrees that the cancellation or withdrawal of a party shall not affect this Agreement nor any other rights or duties under this Agreement.

ARTICLE 3

EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective when signed by all member counties and posted on the GCBH website and shall continue until terminated by a majority of the member counties.

ARTICLE 4

MEMBERSHIP COMPOSITION

Membership, pursuant to RCW 71.24 as amended from time to time, shall be limited to the several counties of and in the State of Washington. GCBH through its Bylaws shall provide for the reasonable admission of new member counties. In accordance with RCW 71.24.300 the member counties shall include tribal authorities in the administration and management of GCBH if requested by the tribal authority. As signatories to the Agreement the counties shall be known as the "member counties." The tribal authority appointed to GCBH, if any, shall be known as the "member tribal authority." A new member county may join GCBH after approval of majority vote of the Board as defined in Article 6, Section A, and shall become an active participant member of GCBH commencing on the date specified by the Board.

ARTICLE 5

NATURE OF THE REGION

GCBH shall be a Regional Support Network (RSN) as defined by RCW 71.24 as amended and shall act through a Board of Directors ("Board") of the RSN performing all the functions and duties normally expected of a Board of Directors. The Board of Directors of the RSN shall be responsible for implementation of all requirements of RCW 71.24 as amended from time to time.

ARTICLE 6

ORGANIZATION

A. BOARD OF DIRECTORS. GCBH shall be governed by a Board of Directors which shall be composed of one Director from each member county. Directors shall be County Commissioners of each member county, appointed by the member's Boards of County Commissioners. Each member county shall also appoint an Alternate Director to act on behalf of the county in the event that the Director is not available. Alternate Directors, the Tribal Director, and the Tribal alternate Director may be either a County Commissioner or any other designee of the member counties.

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Each county shall appoint a Director and one Alternate Director in the manner set forth above. Directors shall have the authority to attend, participate in, and vote at any meeting of the Board or a Committee. Alternate Directors shall have the same authority when the Director is absent as herein provided. However, only Directors shall vote on the following: (1) adoption of bylaws; (2) the approval of biennial budgets for expenditures and supplements; (3) the Funding Allocation Policy or (4) the involuntary cancellation of a member county. If, however, the Alternate Director is a County Commissioner then, as such, would have full voting rights as if they were a Director. Each Director shall have one vote.

B. OFFICERS. The Board shall elect officers to govern GCBH as provided by its Bylaws. Each officer must be a Director and may not be an Alternate Director. An Alternate Director may not act in place of an Officer in the capacity of the Officer.

C. MEETINGS. The Board shall provide for regular meetings and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. A quorum of the Board shall be defined as a majority of the Directors (or Alternate Director if the Director is not present) from the member counties.

D. AUTHORITY OF THE BOARD. The Board shall have the authority and power to adopt Bylaws which shall be consistent with this Agreement and shall be binding on all members. The Board also shall have the authority to establish necessary committees to assist the Board in the performance of its duties. The Board shall establish all policies for GCBH, and shall approve all budgets for expenditures.

ARTICLE 7

INSURANCE AND INDEMNIFICATION

A. The member counties shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable laws of their respective county for any acts or omissions related to the performance of services under this Interlocal Agreement but not less than \$5 million dollars. The member counties shall assure the coverage applies to claims after termination of this Agreement that relate to services provided under this Interlocal Agreement in accordance with the applicable laws of their respective county. The member counties shall be solely responsible for any deductible amounts required under such policies, however, said costs are normal business expenses to be paid out of available GCBH funds provided to the member county. Evidence of such insurance shall be promptly provided to GCBH upon its written request. The member county shall not permit such policy(ies) to lapse without first providing GCBH at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

B. The member counties shall indemnify and hold harmless each and every other member county of GCBH, including each member county's officers, directors, employees, agents and representatives, from all claims, including reasonable attorney's fees, which arise out of that member county's actions or obligations under this Agreement.

C. GCBH shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

applicable Bylaws of GCBH and consistent with the laws of the member county for any acts or omissions related to the performance of services. GCBH shall name each member county as an additional insured and this coverage shall be the primary coverage in order to shield the governmental interests of the member county. GCBH shall assure the coverage applies to claims after termination of the Agreement that relate to services provided under this Interlocal Agreement and any other agreements of GCBH in accordance with the applicable laws of the member county. GCBH shall be solely responsible for any deductible amounts required under such policies; however, said costs are normal business expenses to be paid out of available GCBH funds without any offset to the funds provided to the member county(ies). Evidence of such insurance shall be promptly provided to the member county(ies) upon its written request. GCBH shall not permit such policy(ies) to lapse without first providing the member county at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

D. GCBH shall indemnify and hold harmless each and every other member county of GCBH, including but not limited to, each member county's officers, director, employees, agents, and representatives, from any and all claims, including reasonable attorneys' fees, which arise out of GCBH's actions or obligations under this Agreement.

E. The member counties have no obligation to indemnify and hold harmless GCBH, including but not limited to, each officer, director, employee, agent and representative; except for member county's own omissions or neglect.

F. The member counties agree that in all agency delegation and other subsidiary agreements under which GCBH functions are to be performed or GCBH funds allocated, the agent, delegee or other contractor shall be obligated to indemnify and hold GCBH and its members harmless for all negligent or wrongful acts by such agent, delegate, or contractor relating to such agreement, and for reasonable attorney's fees incurred in actions based on such acts and actions of indemnification. If such agent, delegate or contractor is an Indian tribe, the agreement shall also contain an express and absolute waiver of immunity from suit so that such indemnification may be effective. Any such agency, delegation or other subsidiary agreement which does not contain the terms required in this paragraph shall be unenforceable against the GCBH.

G. Each Director and Alternate Director of the Board shall be a covered insured by GCBH for any and all official acts performed by such individual.

ARTICLE 8

ADMINISTRATIVE ENTITY

The Board shall have a Business Office which shall be given general administrative responsibility for the GCBH activities including acting as the fiscal agent for GCBH.

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ARTICLE 9

BUDGET AND RECORDS

A. BUDGET. The Board shall establish and maintain biennial budgets for the operation of GCBH.

B. AUDIT REPORT. GCBH, on behalf of the Board, shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of GCBH shall be open to inspection at all reasonable times at the request of the Board of Director(s). GCBH shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of GCBH, including an annual audit of the accounts and records of GCBH, shall be provided to each Board Director and Alternate Director. Said audit of GCBH shall be performed by the Washington State Auditor's Office as required by law. Costs of said audit shall be a normal expense of GCBH.

The member counties shall provide necessary financial data to GCBH in order to allow GCBH to meet compliance requirements for all funds.

ARTICLE 10

CANCELLATION AND WITHDRAWAL

A. CANCELLATION. A member county's participation in this Agreement and in GCBH may be involuntarily cancelled for cause at any time by an affirmative vote of three quarters (3/4) of the entire Directors of the Board. Cause for cancellation shall include, but not be limited to:

1. failure to participate in a majority of meetings of the Board,
2. failure to meet applicable regional goals and standards in a good faith effort, as set forth by the State of Washington and the GCBH Board,
3. failure to notify the Board of known incidents, claims, and lawsuits which may have an adverse impact on GCBH,
4. failure to comply with the applicable terms and conditions of the GCBH contract with the Division of Mental Health or other contract, or, as otherwise defined in the Bylaws of GCBH. The effective date of cancellation shall be six (6) months after the date of Board action unless a different period is otherwise determined by the Board. Until the effective date, the cancelled member county shall still benefit from the services of GCBH.

B. WITHDRAWAL. No member county may voluntarily withdraw from GCBH until the member county has given GCBH a three (3) month written notice of its intent to withdraw or as otherwise provided in other sections of this Agreement.

C. EFFECT OF CANCELLATION AND WITHDRAWAL. The cancellation or withdrawal of one or more member counties shall not terminate this Agreement for the other remaining parties. Member counties are entitled to payment for services rendered up to and before the effective date of their withdrawal or cancellation. Member counties are entitled to the return of their pro rata share of all

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

personal and/or real property in accordance with applicable Federal and State law. The member county is entitled to receive reasonable compensation for the personal or real property retained by GCBH.

D. CONTRACT RENEWAL/APPROVAL/EXCEPTION. Notwithstanding any other provision of this Interlocal Agreement, each member county reserves the right to approve the renewal of the initial contract between the State of Washington and GCBH. Any member county not approving the renewal contract shall be permitted to terminate its obligation under this Agreement, withdraw from GCBH, and be free and clear from any liability occurring after termination under this Agreement, except for that terminating member county's proportionate share of any obligations incurred prior to termination. A member county shall only terminate under this section by giving written notice of its intent to terminate within 30 days after receipt by that member county of a copy of the State of Washington GCBH contract. Termination shall be effective within five (5) calendar days after the Business Office receives the written notice of intent to terminate.

ARTICLE 11

TERMINATION OF GCBH

This Agreement may be terminated at any time by the written consent of the Boards of County Commissioners of at least two thirds (2/3) of the member counties. Upon termination, this Agreement and GCBH shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GCBH.

ARTICLE 12

PROPERTY OF THE REGION

A. PROPERTY. GCBH shall acquire, hold and dispose of real and personal property subject to the same restrictions as any of the member counties as provided for in the Bylaws. The method of acquiring, holding, and disposal shall be defined in the Bylaws.

B. CONTINGENT LIABILITIES. Upon termination, the Board shall wind up and dissolve the business affairs of GCBH. The assets, reserves, property, and bonds or insurance policies shall first be applied to the claims against GCBH. The Board shall then determine, and member counties shall pay, each member county's fair share of any additional amounts necessary for final disposition of all claims and if applicable divide all assets in the manner set forth in the bylaws.

ARTICLE 13

LEGAL NOTICES

Legal Notices to each member county shall be sent prepaid by certified mail to its Director of the respective member county at such addresses as may be given in writing to GCBH.

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

ARTICLE 14

AMENDMENTS

This Agreement may be amended at any time by the written approval of the Boards of Commissioners of all member counties except as provided in Article 3, Duration of Agreement.

ARTICLE 15

PROHIBITION AGAINST ASSIGNMENT

No member county may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of any member county shall have any right, claim, or title to any part, share, interest, fund, or asset of GCBH.

ARTICLE 16

ENFORCEMENT AND VENUE

This Agreement and others subsidiary hereto, including agency and delegation agreements with GCBH, shall be interpreted according to the laws of Washington State. Exclusive jurisdiction over cases arising under it shall be in Washington State courts. Venue shall be determined by the GCBH Board prior to commencement of any such action.

ARTICLE 17

DEFAULT

If any member county fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after GCBH has given the member county written notice of such failure, the member county shall be in default thereunder. Upon default, GCBH may immediately cancel the member county's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of GCBH are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available thereunder or otherwise available by law.

This article may be invoked if any member county fails to perform any applicable term or condition of this Agreement as established by applicable law, and GCBH having provided technical assistance to correct the problem within the sixty (60) day period.

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

ARTICLE 18

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term, or condition, and the acceptance of any performance thereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists thereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 19

SEVERABILITY

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in the Agreement shall be valid and be enforceable to the fullest extent permitted by law

ARTICLE 20

TIME

Time is of the essence in the Agreement and each and every provision hereof.

ARTICLE 21

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 22

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

ARTICLE 23

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 24

AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the member counties have executed this Agreement by authorized officials thereof on the dates indicated.

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

ASOTIN COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest: ..

Clerk of the Board

Approved as to form:

Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

BENTON COUNTY, WASHINGTON

Chairman

Member

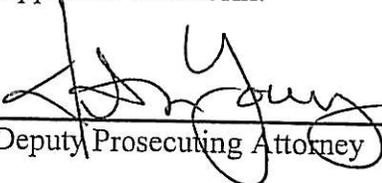
Member

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

Attest:

Clerk of the Board

Approved as to form:



Deputy Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

COLUMBIA COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest: "

Clerk of the Board

Approved as to form:

Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

GARFIELD COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

KITTITAS COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

KLICKITAT COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

SKAMANIA COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest: "

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

WALLA WALLA COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest: "

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

WHITMAN COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health. This agreement is signed on this _____ day of _____, 2009.

YAKIMA COUNTY, WASHINGTON

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator



Loretta Smith Kelty
Deputy County Administrator

CANVASSING BOARD APPOINTMENT

I, Max Benitz, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the General Election to be held on November 3, 2009. I will serve for the timeframe of October 14, 2009 through November 24, 2009.

DATED this _____ day of September 2009.

MAX BENITZ
Chair, Board of County Commissioners

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Sept. 21, 2009 Subject: Public Defense Attorney II & III Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

C

BACKGROUND INFORMATION

Per Resolution 09-254, the County Administrator has evaluated the two new positions of Public Defense Attorney II & III. Based on the criteria set forth in Resolution 09-254, the County Administrator deems it appropriate to bring forward to the Board of Benton County Commissioners the request for approval of two new positions entitled Public Defense Attorney II and Public Defense Attorney III in the Office of Public Defense.

SUMMARY

See above.

RECOMMENDATION

Pass resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING A SALARY GRADE FOR A PUBLIC DEFENSE ATTORNEY II AND PUBLIC DEFENSE ATTORNEY III IN THE OFFICE OF PUBLIC DEFENSE

WHEREAS, the Board of Benton County Commissioners approved Resolution 09-254, Establishing Procedures and Guidelines for Requesting and Evaluating and Approving County and Bi-County Non-Bargaining Positions and Limiting Reclassifications; and

WHEREAS, that Resolution includes guidelines for the County Administrator's evaluation and approval of new positions which the department manager has identified ongoing cost reduction resulting from a new position; and

WHEREAS, the Public Defense Attorney II and Public Defense Attorney III positions are new positions within the Office of Public Defense and the position provides an ongoing cost reduction to the Office of Public Defense; and

WHEREAS, the Benton County Administrator deems it appropriate to bring forward to the Benton County Board of Commissioners the request for two new non-bargaining positions based on the circumstances presented and in accordance with the guidelines set in Resolution 09-254; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby establishes a temporary Grade 19 on the non-bargaining salary schedule to the Public Defense Attorney II and Grade 22 on the non-bargaining salary schedule to the Public Defense Attorney III; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FUTHER RESOLVED. that this Resolution is not intended nor shall be

NOW THEREFORE, BE IT RESOLVED that the County Commissioners of Benton County do hereby approve the Public Defense Attorney II position, established at a Grade 19 on the non-bargaining salary scale and a Public Defense Attorney III position, established at a Grade 22.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-SA-ESD-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with Educational Service District 123 for substance abuse treatment services for the 2007-09 biennium. This amendment would extend the original agreement three months.

SUMMARY

Award: Consideration shall be fee for service

Period: July 1, 2007 to September 30, 2009

Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #07/09-SA-ESD-01 with Educational Service District 123 and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF EXECUTION OF AMENDMENT #07/09-SA-ESD-01 BETWEEN EDUCATIONAL SERVICE DISTRICT 123 AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment is to extend the current Agreement three months. All other provisions set out in the underlying Agreement remain in full force and effect; and

WHEREAS, the consideration of the Amendment is fee for service, and

WHEREAS, the Agreement is effective July 1, 2007 and remains effective until September 30, 2009, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed agreement; and

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #07/09-SA-ESD-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2009

Dated this . . . day of, 2009

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-PREV-ESD-00 with the Educational Service District 123	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Educational Service District 123 for substance abuse prevention services for the 2009-10 year. Programs will include Strengthening Families Program, which will discourage the use of tobacco, alcohol and other drugs and Why Try Program, which is a hands-on after school program designed to help youth overcome their challenges and improve outcomes in the areas of truancy, delinquency, and academics.

SUMMARY

Award: Consideration shall be \$36,000

Period: July 1, 2009 to June 30, 2010

Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-PREV-ESD-00 with Educational Service District 123 and authorize the Chair to sign on behalf of the Board.

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 AGREEMENT #09/10-PREV-ESD-00 BETWEEN THE
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES
AND EDUCATIONAL SERVICE DISTRICT 123 TO PROVIDE PREVENTION
SERVICES THROUGH THE STRENGTHENING FAMILIES AND WHY TRY
PROGRAMS, and**

WHEREAS, the Educational Service District 123's Strengthening Families Program discourages the use of tobacco, alcohol and other drugs and the Why Try Program is a hands-on after school program designed to help youth overcome their challenges and improve outcomes in the areas of truancy, delinquency and academics.

WHEREAS, ESD 123 will be compensated at no more than \$36,000 for the programs, and

NOW, THEREFORE, BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Agreement #09/10-PREV-ESD-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:

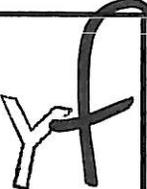
Attest:

Clerk of the Board

Clerk of the Board

Originals: Franklin County
Human Services
Benton County

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

COPY 

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/10-GW-00 with Goodwill Industries	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Goodwill Industries for various services for individuals with developmental disabilities for the 2009-10 year.

SUMMARY

Award: Maximum consideration for this program is fee for service

Period: July 1, 2009 to June 30, 2010

Funding Source: Division Developmental Disabilities

RECOMMENDATION

- Sign the resolution to accept the proposed Agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the State Developmental Disabilities Contract. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-GW-00 with Goodwill Industries and authorize the Chair to sign on behalf of the Board.

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 BOARDS OF
BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT
BETWEEN GOODWILL INDUSTRIES AND BENTON AND FRANKLIN
COUNTIES DEPARTMENT OF HUMAN SERVICES FOR DEVELOPMENTAL
DISABILITIES SERVICES FOR CLIENTS IN BENTON AND FRANKLIN
COUNTIES, and**

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of persons with developmental disabilities, that the proposed Contract Agreement #09/10-DD-GW-00, be approved as presented for a term commencing July 1, 2009 and terminating June 30, 2010 or, **NOW, THEREFORE,**

BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Agreement #09/10-DD-GW-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

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: Franklin County
Benton County
Human Services

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/10-CDC-00 with Children's Developmental Center	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Children's Developmental Center for Child Development Services to eligible children, birth to three and their families for the 2009-10 year.

SUMMARY

Award: Maximum consideration for this program is \$150,000.00

Period: July 1, 2009 to June 30, 2010

Funding Source: Division Developmental Disabilities

RECOMMENDATION

- Sign the resolution to accept the proposed Agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the State Developmental Disabilities Contract. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-CDC-00 with Children's Developmental Center and authorize the Chair to sign on behalf of the Board.

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 BOARDS OF
BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT
BETWEEN CHILDREN'S DEVELOPMENTAL CENTER AND BENTON AND
FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES FOR
DEVELOPMENTAL DISABILITIES SERVICES FOR CLIENTS IN BENTON AND
FRANKLIN COUNTIES, and**

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of persons with developmental disabilities, that the proposed Contract Agreement #09/10-DD-CDC-00, be approved as presented for a term commencing July 1, 2009 and terminating June 30, 2010 or, **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Agreement #09/10-DD-CDC-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

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: Franklin County
Benton County
Human Services

Carey

BENTON AND FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

h

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/10-PTC-00 with Peopeworks Tri-Cities	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Peopeworks Tri-Cities for various services for individuals with developmental disabilities for the 2009-10 year.

SUMMARY

Award: Maximum consideration for this program is fee for service

Period: July 1, 2009 to June 30, 2010

Funding Source: Division Developmental Disabilities

RECOMMENDATION

- Sign the resolution to accept the proposed Agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the State Developmental Disabilities Contract. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-PTC with Peopeworks Tri-Cities and authorize the Chair to sign on behalf of the Board.

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 BOARDS OF
BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT
BETWEEN PEOPLEWORKS TRI-CITIES AND BENTON AND FRANKLIN
COUNTIES DEPARTMENT OF HUMAN SERVICES FOR DEVELOPMENTAL
DISABILITIES SERVICES FOR CLIENTS IN BENTON AND FRANKLIN
COUNTIES, and**

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of persons with developmental disabilities, that the proposed Contract Agreement #09/10-DD-PTC-00, be approved as presented for a term commencing July 1, 2009 and terminating June 30, 2010 or, **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Agreement #09/10-DD-PTC-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

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: Franklin County
Benton County
Human Services

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/10-ARC-00 with The Arc of Tri-Cities	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with The ARC of Tri-Cities for various services for individuals with developmental disabilities for the 2009-10 year.

SUMMARY

Award: Maximum consideration for this program is fee for service
Period: July 1, 2009 to June 30, 2010
Funding Source: Division Developmental Disabilities

RECOMMENDATION

- Sign the resolution to accept the proposed Agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the State Developmental Disabilities Contract. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-ARC-00 with The Arc of Tri-Cities and authorize the Chair to sign on behalf of the Board.

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 BOARDS OF
BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT
BETWEEN THE ARC OF TRI-CITIES AND BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES FOR DEVELOPMENTAL DISABILITIES
SERVICES FOR CLIENTS IN BENTON AND FRANKLIN COUNTIES, and**

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of persons with developmental disabilities, that the proposed Contract Agreement #09/10-DD-ARC-00, be approved as presented for a term commencing July 1, 2009 and terminating June 30, 2010 or, **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Agreement #09/10-DD-ARC-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

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: Franklin County
Benton County
Human Services

Carey

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

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-PREV-BFSAC-00	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Benton Franklin Substance Abuse Coalition to provide prevention services through the Project Alert Program for youth from 6th through 8th grades. Project Alert's goal is to decrease the initiation of drug/alcohol use and increase awareness.

SUMMARY

Award: Consideration shall be a maximum of \$20,000.00
Period: July 1, 2009 to June 30, 2010
Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-PREV-BFSAC-00 with the Benton Franklin Substance Abuse Coalition and authorize the Chair to sign on behalf of the Board.

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 AGREEMENT #09/10-PREV-BFSAC-00 BETWEEN THE
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES
AND BENTON FRANKLIN SUBSTANCE ABUSE COALITION TO PROVIDE
PREVENTION SERVICES THROUGH THE PROJECT ALERT PROGRAM, and**

WHEREAS, Benton Franklin Substance Abuse Coalition's Project Alert Program provides substance abuse prevention services for youth from 6th through 8th grades. The goal is to decrease the initiation of drug/alcohol use and increase awareness, and.

WHEREAS, Benton Franklin Substance Abuse Coalition will be compensated at no more than \$20,000 for the program, and

NOW, THEREFORE, BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Agreement #09/10-PREV-BFSAC-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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: Franklin County
Human Services
Benton County

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

COPY K

AGENDA ITEM	TYPE OF ACTION NEEDED	
Professional Services Agreement #PSA-2009/10-Adolphsen-00 with Sharon Adolphsen Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion	<input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 st Discussion <input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to enter into a Professional Services Agreement with Sharon Adolphsen to provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities for the 2009-10 year.

SUMMARY

Award: Maximum consideration for this program is \$10,020.00

Period: July 1, 2009 to June 30, 2010

Funding Source: Division Developmental Disabilities

RECOMMENDATION

- Sign the resolution to accept the proposed Professional Services Agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the State Developmental Disabilities Contract. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing #PSA-2009/10-Adolphsen-00 with Sharon Adolphsen and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

**IN THE MATTER OF EXECUTION OF PROFESSIONAL SERVICES AGREEMENT
BETWEEN SHARON ADOLPHSEN AND BENTON AND FRANKLIN COUNTIES'
DEPARTMENT OF HUMAN SERVICES, #PSA-2009-10-ADOLPHSEN-00, and**

WHEREAS, This PSA serves to provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities, and

WHEREAS, the amendment is effective July 1, 2009 and remains effective until June 30, 2010, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed amendment; and

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign the Professional Services Agreement #PSA-2009/10-Adolphsen-00 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2009

Dated this . . . day of, 2009

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

cc: Human Services, Franklin County, Benton County

Carey

**BENTON & FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Lease Agreement with McCausland/Sonju J/V	<input checked="" type="checkbox"/> Execute Agreement	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The purpose of this Lease Agreement between the Department of Human Services and McCausland/Sonju J/V is to extend the lease of the building at 2635 W. Deschutes Avenue for one (1) year. Benton and Franklin Counties Crisis Response and Substance Abuse Assessment Center are currently housed in the building.

SUMMARY

Award: \$4,130.50 per month
Period: November 1, 2009 through October 31, 2010
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve the Lease Agreement with McCausland/Sonju J/V, and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF EXECUTION OF EXECUTION OF EXTENDING THE LEASE AGREEMENT BETWEEN MCCAUSLAND/SONJU J/V AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES,

WHEREAS, the Benton and Franklin Counties Crisis Response Unit and Substance Abuse Assessment Center are housed at 2635 W. Deschutes Avenue, Kennewick, WA; and

WHEREAS, the Benton and Franklin Counties Department of Human Services would like to extend the lease for the property for one year; and

WHEREAS, the rent shall be subject to a consumer price index adjustments to the monthly rental fees; **NOW THEREFORE**,

BE IT RESOLVED that the Chairpersons are hereby authorized to sign the lease addendum on behalf of the Boards of Benton and Franklin County Commissioners.

Dated this . . . day of, 2009.

Dated this . . . day of, 2009.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

cc: Human Services, Franklin County, Benton County

Carey

m

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 09-21-09	Executive Contract	PUBLIC HEARING
SUBJECT: Line Item Transfer	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Jennifer Bowe	Pass Ordinance	2ND DISCUSSION
Reviewed By: Hon. Cameron Mitchell	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

Due to staff turnover, line item 1610, GAL Coordinator (Counselor III) was vacated, duties were reorganized and ultimately replaced with a Counselor II (1140) at a lower grade. This line item transfer will allow the Juvenile Justice Center to reorganize appropriated dollars from the now vacated line item 1610 to line item 1140. Line item 1610 will remain vacated as well as result in a cost savings to the Counties.

Additionally, we are requesting to reorganize appropriated funds within Department 174, Grant Reimbursement fund. Line item 1631 has been reduced from 1.0 FTE to .65 FTE, duties reorganized and redistributed to line item 1140. This line item transfer will keep the Juvenile Justice Center in compliance with grant requirements.

SUMMARY

This Line Item Transfer allows the Benton-Franklin Counties Juvenile Justice Center to move appropriated funds from vacated line item 1610 - Counselor III to line item 1140, Counselor II. Line item 1610, Counselor III will remain vacated. Secondly, line item 1631 FTE was reduced and a portion of those duties redistributed to line item 1140. This will allow for reorganization of funds without changing the scope of the grant.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Resolution for the line item transfer within Department 171, County Operations and Department 174, Grant Reimbursement.

FISCAL IMPACT

Department 171 - County Operations, the Counties will realize a cost savings due to reduced grade. Department 174 - Grant Reimbursements, there are no fiscal impacts.

MOTION

I move that the Benton County Board of Commissioners sign the resolution approving the line item transfer.

RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT 171, COUNTY OPERATIONS AND DEPARTMENT 174, GRANT REIMBURSEMENT, and

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

DATED this _____ day of September, 2009

Chairman of Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	September 21, 2009	Execute Contract	_____
Subject:	Non-Barg Personnel Policies & Procedures	Pass Resolution	<u> X </u>
Prepared by:	Sarah Perry	Pass Ordinance	_____
Reviewed by:		Pass Motion	_____
		Other	_____
		Consent Agenda	<u> X </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Benton County has Personnel Policies and Procedures for Non-Bargaining Employees, Resolution 07-320. The policies and procedures have not been updated since 2007.

SUMMARY

Before the Board for approval and signature are the updated Personnel Policies and Procedures for Non-Bargaining Employees. The updated policies and procedures have been signed by other Benton County Elected Officials and are ready for approval and signature by the Board.

RECOMMENDATION

Approve and sign the updated Personnel Policies and Procedures for Non-Bargaining Employees.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY: UPDATED PERSONNEL POLICIES AND PROCEDURES FOR NON-BARGAINING EMPLOYEES; RESCINDING RESOLUTION 07-320

WHEREAS, the Board of Benton County Commissioners adopted the Benton County Personnel Policies and Procedures for Non-Bargaining Employees by Resolution 07-320; and

WHEREAS, there have been updates to the Benton County Personnel Policies and Procedures for Non-Bargaining Employees, and those updates are reflected in the attached document; and

WHEREAS, other County Elected Officials have signed and approved the attached Benton County Personnel Policies and Procedures for Non-Bargaining Employees; **NOW THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Benton County Personnel Policies and Procedures For Non-Bargaining Employees and is authorized to sign the same; and that Resolution 07-320 is hereby rescinded.

Dated this day of, 2009

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

BENTON COUNTY
PERSONNEL POLICIES AND PROCEDURES
FOR NON-BARGAINING EMPLOYEES

NOTICE

The Benton County Personnel Policies and Procedures for Non-Bargaining Employees are only general policy statements. Non-bargaining employees are employed "at will," which means that either Benton County or the employee can end the employment relationship at any time, with or without cause, and with or without notice. Nothing in the offer of employment, these policies or procedures, other employment documents, or any oral communications alters the at-will employment relationship, creates an employment contract, or constitutes a promise of specific treatment in specific situations. An employment contract or agreement to modify the at-will relationship can be made only by a separate written employment contract signed by the employee's elected official(s). Benton County retains the right to depart from these policies and procedures or to unilaterally modify, amend, or revoke them at any time, with or without notice.

These policies and procedures apply only to Benton County employees and bi-county employees in non-bargaining positions, in accordance with Benton County Resolution No. 95-131 and Franklin County Resolution No. 95-059, except as otherwise provided herein or by separate resolution.

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SECTION 1 – DEFINITIONS, TYPES OF EMPLOYMENT

- 1.1 Senior Officials: Unless reserved to the Board of Benton County Commissioners, the term Senior Official means an elected official, the County Administrator, or appointed department director reporting to the Board.
- 1.2 Positions Defined, Authorization, Benefit Eligibility:
- A. Position Authorization: The Board authorizes all positions within the classifications defined below, with the exception of temporary positions.
 - B. Full-Time: A position normally scheduled to be 40 work hours per week with an actual or expected duration of more than six months.
 - C. Part-Time: A position normally scheduled to be less than 40 work hours per week with an actual or expected duration of more than six months.
 - D. Temporary: A position with an expected duration of less than four months. A temporary position may be part-time or full-time.
 - E. Extended Temporary Position: A Temporary position with an expected duration of more than four months and less than two years, usually for the purpose of completing a specific project, grant, seasonable work, etc. Extended temporary positions must be cleared with the Personnel Department.
 - F. Benefit Eligible: Full-time and part-time employees who work more than 90 hours per month are eligible for all County provided employee benefits, except part-time employees are not eligible for insurance benefits. Part-time employees accrue benefits on a pro-rated basis as determined by the Personnel Department. Any part-time employees hired before the adoption of this policy and currently receiving pro-rated insurance benefits continue to be eligible for pro-rated insurance benefits.
 - G. Benefit Ineligible: Part-time employees who work less than 90 hours per month and all temporary and extended temporary employees are not eligible for any County provided employee benefits, except as otherwise provided by the Washington State Department of Retirement Systems applicable to retirement benefits for employees in eligible positions and eligible part-time employees.

SECTION 2 – SALARY SCHEDULE AND PAYROLL PROVISIONS

2.1 Salary Schedule.

- A. All positions are subject to a multi-grade, nine-step salary schedule for non-bargaining employees. This salary schedule is updated by the Board and maintained by the County Administrator.
- B. The County Administrator annually makes recommendations to the Board for adjustments to the non-bargaining salary schedule. Changes in the salary schedule, if any, normally take effect on January 1.

2.2 Payroll Provisions.

- A. Employees are paid for any earned time off taken during the month in accordance with the provisions of this section, and additional time off during the month is unpaid time. Compensation for any month in which an employee takes unpaid time off is determined for that month by dividing the monthly salary by 173.33 to obtain an hourly rate of pay. All time taken in a month as leave without pay is multiplied by the employee's hourly rate to obtain the amount that is deducted from the employee's monthly salary.
- B. Employees are paid monthly, not later than the fifth (5th) day of the following month. Employees may request "draw pay", which provides a partial month's pay at mid-month. The County notifies employees of any change in the payroll date at least thirty (30) days in advance of the change. Monthly pay includes holiday pay as established each year by the Board. Holidays include a "floating" holiday to be used at the employees' discretion, subject to management approval.

SECTION 3 – POSITION CLASSIFICATION DESCRIPTIONS

The Board has adopted non-bargaining position classification descriptions. A current organizational chart and specific position duties not listed in the position description are to be included with any requests to modify a classification description. The Board assigns each classification a grade on the Benton County Non-Bargaining Salary Schedule. Senior Officials maintain these classification descriptions, utilizing the established format, including writing new classification descriptions and updates for existing classification descriptions when needed. Copies of all approved changes or new non-bargaining position classification descriptions, including assigned grades and titles, are kept on file with the Personnel Department.

SECTION 4 – WORK HOURS, OVERTIME, AND TIMEKEEPING

4.1 Non-Bargaining FLSA Nonexempt and Exempt Employees

- A. FLSA Nonexempt: Non-bargaining positions determined to be covered under the mandatory overtime provisions of the Fair Labor Standards Act (FLSA). Before working any overtime, the employee must obtain authorization from the Senior Official or designee.
- B. FLSA Exempt: Non-bargaining positions determined to be exempt from the mandatory overtime provisions of the FLSA.

4.2 Time Reporting

- A. FLSA Nonexempt: FLSA Nonexempt Employees are to report all hours worked, all hours absent, and all hours for which leave is requested and/or approved, on timekeeping records provided by the Senior Official.
- B. FLSA Exempt: FLSA Exempt Employees are expected to work the amount of time necessary to accomplish the duties and tasks of the position. FLSA Exempt Employees may be required to work a particular schedule and are to report hours for which leave is requested and/or approved on timekeeping records provided by the Senior Official.

SECTION 5 – VACANCIES AND HIRING

- 5.1 Senior Officials may place applicants selected to fill non-bargaining vacancies and promotional vacancies at step A or B on the salary schedule of the approved grade for the position. Applicants selected may not be placed at a step higher than step B without prior written approval from the Board, except as otherwise provided by separate resolution.
- 5.2 Senior Officials, at their discretion, may place an employee at a starting salary up to ten percent (10%) lower than the “A” step salary for the classification. In such case, salary increases up to the “A” step salary may be granted any time between two and six months of the initial date of hire. This provision applies to starting salaries for non-bargaining new hires and promotions only.

SECTION 6 – PAY PLAN PROGRESSION

- 6.1 Progression through the nine-step pay plan is based on an employee’s satisfactory performance in the classification, as determined by the Senior Official. Progression through the steps is subject to the following criteria:
 - A. Anniversary Date: Unless stated elsewhere in this policy, an employee’s initial

date of hire is their anniversary date for future step increases. However, if an employee starts work on any day other than the first working day of the month, the anniversary date is the first day of the following month.

- B. A Step: The employee has worked a minimum of six consecutive months of satisfactory performance in the "A" step.
- C. B through I Steps: The employee has worked a minimum of 12 consecutive months of satisfactory performance in their current step.
- D. Denial of Step Increase: If an employee is denied a step increase, the Senior Official may establish a period of time in which to review the employee's improvement on the issues leading to denial of the step increase. The Senior Official may, upon employee's demonstration of improved performance, grant the step increase. The month in which the step increase is granted then becomes the new anniversary date for step increases.
- E. I Step: Once an employee has achieved the "I" step, in order for the employee to continue to be paid at that step, he/she should be subject to annual written performance appraisals that validates his/her continuing satisfactory performance. If an employee fails to maintain satisfactory performance, the employee may be returned to Step H for up to 12 months. To be eligible to return to Step I, the employee must demonstrate satisfactory performance for a period sufficient to justify being paid at that step. Such action is to ensure an employee is paid at his or her level of performance and is not disciplinary.

SECTION 7 – PROMOTIONS, TRANSFERS, AND DEMOTIONS

The following policy provides guidance for promotions, transfers, and demotions. The provisions of Section 5 (Vacancies and Hiring) are also applicable to this section unless otherwise specified.

- 7.1 Promotions: A promotion is defined as an incumbent employee (bargaining or non-bargaining) being hired into a non-bargaining classification two or more grades higher than the employee's current classification. When promoted, the employee will be placed at the step that gives the employee no less than a 5% salary increase (best fit to 5%) or will be placed at the "A" step of the new classification, whichever is greater. In accordance with section 5.1, a Senior Official may elect to place the employee at the B Step, or at a higher step if in accordance with and provided by separate resolution. The employee is given a new anniversary date commensurate with the date of the promotion. If an employee (bargaining or non-bargaining) is hired into a non-bargaining classification one grade higher than the employee's current position, the employee is placed in the same step of the new position's grade, and the employee is given a new anniversary date commensurate with the date of the new assignment. An employee

placed at an A step is eligible for a step increase in six months if the current anniversary date falls after that six-month period.

- 7.2 Temporary Promotion: A temporary promotion is defined as an incumbent employee (bargaining or non-bargaining) being temporarily assigned to a non-bargaining classification two or more grades higher than the employee's current classification. The employee receives, in addition to the employee's regular salary, a supplemental payment equal to 5% of the "A" step of the temporary assignment's grade. If an employee (bargaining or non-bargaining) is temporarily assigned into a non-bargaining classification one grade higher than the employee's current position, the employee is placed in the same step of the new position's grade. The employee is not eligible for the premium payments in this section if the temporary assignment is for less than two weeks. A temporary assignment has an expected duration of less than four months.
- 7.3 Transfer: If an employee is transferred into a non-bargaining classification in the same grade, there is no salary increase or change in anniversary date.
- 7.4 Demotions: A demotion may be voluntary or involuntary. A demotion must be approved by a Senior Official. Upon demotion of an employee into a non-bargaining classification with a lower pay grade, a 10% reduction in an employee's monthly salary or placement at a step "E" of the new lower classification, whichever is less of a reduction, applies. The employee is given a new anniversary date commensurate with the date of the demotion.

SECTION 8 – BENEFITS

- 8.1 Annual Leave. Full-time employees on the Benton County non-bargaining salary schedule earn annual leave with pay at the following rates. Bi-county non-bargaining employee accrual rates are set by separate resolution. Accrual for part-time employees is pro-rated. Monthly accrual of annual leave commences at the completion of a major portion of a month of continuous service (including employees on paid leave status). The anniversary date for leave accrual increases for the 6, 11, 16, and 20-year levels is the month in which the employee first accrued leave.

<u>Years of Service</u>	<u>Hours Per Month</u>
1-5	10
6-10	12
11-15	15
16-19	16.5
20 and over	18

- A. Annual leave credit may be accumulated during the first six months of full-time or part-time service with the County but may not be used. During the seventh month (or, for regular part-time employees, after 1040 hours of service), or any subsequent month, annual leave may be allowed up to the limits of the amount

earned. Annual leave credited for any month of service beyond the first six months of service may be allowed during the month earned or any subsequent month. The employee must request and said request is subject to prior approval from the employer before the employee can utilize said accrued annual leave.

B. Annual Leave Cash-out at Termination or Retirement.

Employees with less than 20 years of service are allowed to accumulate accrued vacation up to a maximum of 240 hours. Employees with 20 or more years of service are allowed to accumulate accrued vacation up to a maximum of 280 hours. Employees are expected to schedule vacations as necessary to maintain a balance within the above limitations.

Only regular full-time employees who have completed six (6) months of service or regular part-time employees who have completed one thousand forty (1040) hours of service are allowed, upon separation from Benton County for any reason, to cash out the employee's accumulated annual leave balance, but not to exceed two hundred forty (240) hours.

C. Periodic Cash-in of Annual Leave.

1. An employee is eligible to cash out twenty (20) or forty (40) hours of annual leave (at the employee's option) if the employee has used a minimum of eighty (80) hours of annual leave since December 1 of the previous calendar year, through November of the current calendar year. Employees with fifteen (15) or more years of service with the County may cash out twenty (20), forty (40), or eighty (80) hours. This cash out is paid in December, with the November payroll. Vacation donated under leave sharing is included in the 80 hours used to qualify for a cash out.
2. Elected Officials, at their discretion, may waive the 80-hour requirement under special circumstances by providing a written explanation attached to the employee's payroll. To be eligible for this waiver, the employee must have worked for the County since December 1 of the previous calendar year.

8.2 Leave Sharing.

Benton County policy is to allow an employee to transfer any portion of his or her annual leave, as defined in this policy, to another employee in need of such leave because of a family or medical emergency, a lengthy illness or injury, or a qualifying condition under the Family Medical Leave Act (FMLA). Transferring annual leave is implemented as follows:

- A. Definitions.
1. Annual Leave. For purposes of this section, “annual leave” is defined as vacation leave only and does not include compensatory time or any other accrued paid leave time.
 2. Accrued Paid Leave. For purposes of this section, “accrued paid leave” includes vacation, sick leave, compensatory time, and any other accumulated paid leave time.
- B. The recipient employee must exhaust all accrued paid leave, or be able to demonstrate that all accrued paid leave will soon be exhausted before being eligible to receive any transferred annual leave.
- C. The transferring party must either:
1. Have taken at least 40 hours of annual leave in the previous 12 months; or
 2. Have no less than 40 hours of accrued paid leave remaining after the transfer is completed.
- D. All requests for transfer of leave are to be submitted on a Voluntary Transfer of Annual Leave Request Form (to be obtained from the Personnel Department) to the Senior Official for each party and are to include:
1. The amount of leave to be transferred in one-hour increments;
 2. The names, signatures, and departments of the employees donating and receiving the transfer (names of employees donating leave are to be kept confidential); and
 3. A statement that the receiving party has exhausted, or the date by which the employee will exhaust all accrued paid leave.
- E. Approving leave transfer is at the discretion of the Senior Official. If the transfer is approved, the applicable Senior Official signs the request and submits it to the Auditor’s Office for processing, with a copy to the Personnel Department.
- F. Each Senior Official is responsible for monitoring transferred leave usage and for keeping appropriate records. Such records include keeping a copy of the Voluntary Transfer of Annual Leave Request Form, monitoring and approving the amount of leave transferred and used, when transferred leave is exhausted, and when the receiving party’s need for leave ceases. To the extent possible the Senior Official deducts the time used evenly among the donors (e.g. if eight

people donate ten hours of leave apiece and the recipient takes one day off, one hour is deducted from each donor).

- G. In the event the transferred leave is no longer needed, or upon cessation of employment with the County by the receiving employee, any and all remaining transferred leave is returned, in equal portions if possible, to the employee(s) who donated the leave.
- H. This policy applies to all Benton County non-bargaining employees who have worked for the County for more than six months. Non-bargaining employees in their first six months of employment are not eligible to transfer or receive leave under this section. Transfers may occur between non-bargaining employees and members of bargaining unit only if the applicable collective bargaining agreement provides for voluntary transfer of annual leave. Donation and return of annual leave hours is based solely on the number of hours and not on the donating and/or receiving employee's wages.

8.3 Sick Leave and Family Medical Leave.

Full-time employees on the Benton County non-bargaining salary schedule earn credit at the rate of eight hours sick leave per month, accumulated to a maximum of 1040 working hours. Accrual for part-time employees is pro-rated. Monthly accrual of sick leave commences at the completion of a major portion of a month of continuous service (including employees on paid leave status).

- A. Sick Leave Policy. Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury. Its use is restricted to health related absences and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.
 - 1. Eligibility for sick leave use commences at the completion of a major portion of a month of continuous service.
 - 2. Earned sick leave may be taken for the following reasons:
 - a. Personal illness or injury that renders the employee unable to perform the duties of his/her position, including qualifying conditions under the Family Medical Leave Act (FMLA).
 - b. By reason of exposure to contagious disease during such period as his/her attendance on duty would jeopardize the health of fellow workers or the public.

- c. To care for a child of the employee (as defined in Section 3.a., below) with a health condition that requires treatment or supervision, or a member of employee's immediate family (as defined in Section 3, below) who has a serious health condition or an emergency condition (eligible employees may use any or all employee's sick leave or any other paid time off to care for a member of the employee's immediate family).
 - d. For a death, or critical illness where death appears imminent, of a member of the employee's immediate family (defined below): five (5) working days per occurrence. For purposes of this section, "immediate family" includes children of the employee and the employee's spouse regardless of age.
 - e. For the death of a friend or relative not covered by Section 2.d., above, one (1) day maximum per death.
 - f. For appointment with a health care provider for the employee or the employee's immediate family (defined below) if arrangement cannot be made during off duty hours.
3. "Immediate family" means:
- a. Child: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical condition;
 - b. Spouse: The husband or wife of the employee;
 - c. Parent: A biological parent of the employee or an individual who stood in loco parentis to the employee when the employee was a child;
 - d. Parent-in-Law: Parent of the spouse of the employee;
 - e. Grandparent: A parent of a parent of the employee or the employee's spouse; and
 - f. Brother or Sister: A biological or adopted brother or sister of the employee.
4. Any employee who seeks time off under this policy is to report the need in accordance with his/her department policy. On returning to work, the

employee is to submit a leave form explaining the nature of the sickness or injury and requesting approval for the leave so taken. Any employee off work due to illness in excess of three (3) consecutive work days (or less if sick leave abuse is an issue) may be required to provide a doctor's verification of the illness as well as the doctor's approval to return to work.

Employees on sick leave in excess of three (3) consecutive workdays are required to call their Senior Official or designee weekly and are to furnish reports on their progress and expectations for returning to work.

In the event an employee's illness lasts five (5) days or more, or an injury that can impact the employee's ability to work safely, before returning to work, the employee is required to provide satisfactory evidence, and, if determined to be necessary by the Senior Official, is required to provide a doctor's statement, explaining that the employee is capable of performing the essential duties of his/her position at normal levels of efficiency.

5. Accumulated Sick Leave Cash Out.

- a. Employees currently employed prior to February 1, 1993, are paid 50% of unused sick leave at voluntary termination or retirement, or to their estate upon death, at the rate of pay in effect at the time separation occurs.
- b. Employees hired on or after February 1, 1993, who have at least 5 years of service with the County and who voluntarily terminate their employment or regularly retire under the County's retirement program, or upon death their estate, receive payment into the employee's VEBA account for twenty-five percent (25%) of their unused sick leave, as follows:
 - i. For employees with 5 or more (but less than 10) years of service, such payment will not exceed Three Thousand Dollars (\$3,000.00).
 - ii. For employees with 10 or more years of service, such payment will not exceed Five Thousand Dollars (\$5,000.00).

6. Sick Leave Incentive. A Senior Official may, at his/her discretion, provide the following sick leave incentive to their nonexempt, non-bargaining employees, once every 12 months. Regular full-time employees who have not used any hours of sick leave in the preceding twelve (12) months (*e.g.*, on June 30, looking back to July 1 of the

previous year) and/or who have accumulated sick leave to the maximum, who have been continuously employed during the entire twelve (12) months, may convert a maximum of twenty-four (24) hours of sick leave to eight (8) hours of annual leave. Those twenty-four (24) hours are deducted from the sick leave balance. The conversion of sick leave to annual leave is at the option of the employee. Exercise of such option is to be by written employee request submitted by the employee at the end of the twelfth (12th) month, on a form provided by the Personnel Department.

- B. Family and Medical Leave. The County provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy (Benton County Resolution 08-480, or subsequent replacement resolutions and policies). In addition, the County provides Pregnancy Disability Leave, Domestic Violence Leave, and Military Spouse Leave in accordance with state law.

The FMLA entitles eligible employees to take up to 12 workweeks of unpaid leave in a 12-month period for certain family and medical reasons. To be eligible for FMLA benefits, an employee must have been employed by Benton County for at least 12 months and must have worked at least 1,250 hours in the preceding 12 months.

Eligible employees are entitled to up to 12 workweeks of FMLA leave during a 12-month period for one or more of the following reasons:

- a. To care for the employee's child upon birth or to care for a child upon the child's placement with the employee for adoption or foster care;
- b. The employee's serious health condition that makes the employee unable to perform the essential functions of his/her job (including incapacity due to pregnancy, prenatal medical care, or childbirth);
- c. To care for the employee's spouse, child, and/or parent who has a serious health condition; and/or
- d. A qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member who is on active duty, or has been notified of an impending call to active duty as a member of the National Guard or Reserves in support of a contingency operation.

Servicemember Family Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin (nearest blood relative) of a covered

servicemember who is recovering from a serious injury or illness sustained in the line of duty on active duty is entitled to a total of up to 26 workweeks of leave during a single 12-month period to care for the servicemember. During the single 12-month period, an eligible employee is entitled to a combined total of 26 workweeks of all types of FMLA leave. For purposes of this type of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all FMLA purposes may not exceed 26 weeks in the applicable leave year.

With the exception of three days of sick leave and any accrued compensatory time, employees are required to use available accrued paid leave (vacation, floating holiday, and sick leave, if applicable) during the FMLA absence, provided the employee meets requirements of the leave policy. During paid FMLA leave, use of accrued paid leave is considered protected FMLA leave and counted against the employee's FMLA leave entitlement. If the employee does not have accrued paid leave or does not meet the requirements for taking paid leave, the FMLA leave is unpaid. During FMLA leave, the County maintains group health insurance coverage when such insurance was provided before the leave is taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance and other premiums while on FMLA leave.

Employees seeking to use FMLA leave ordinarily must provide at least 30 days' notice of the need for leave when the need is foreseeable. If 30 days' notice is not possible, the employee must provide notice as soon as practicable, generally either the same or next business day.

There are various limitations on FMLA leave under federal laws and regulations. The County provides FMLA leave to the extent provided by and in accordance with the FMLA and all applicable laws and regulations.

8.4 Insurance Benefits.

- A. The County, through participation in various group plans, provides employees the opportunity to participate in certain group plans approved and accepted by the County. An employee may elect to receive any one of the coverages, and the County contributes a specified amount toward the premiums for the available coverage. The County contribution is applied first toward employee life, vision, dental and medical insurance. Any remaining balance is applied to any additional insurance elected by the employee, dependant coverage, or the employee's VEBA account. In some cases, employees may be required to pay a portion of their specific coverage premiums. The Personnel Department informs all employees of the coverages and premium rates for each year during the County's annual Benefits Fair. Employees may change their coverage during the Benefits Fair.

- B. Any amount necessary to pay medical, dental and vision insurance premiums above the County's contribution are the responsibility of the employee and paid by payroll deduction.
- C. If the County is notified of any mandatory changes in the benefits structure, benefit level and/or premium level by an insurance company or applicable brokers/agents, the Personnel Department notifies covered employees.
- D. For UEFT coverage, the employee is eligible if he/she is a regular full-time employee and was compensated forty (40) hours or more the previous calendar month. If the employee is a regular full-time employee and elects Group Health (Washington Counties Insurance Fund or "WCIF") and is hired on the 1st of the month, coverage begins on the 1st of that month; if hired on the 2nd through the 31st, coverage begins the 1st of the following month.
- E. The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the above eligibility and enrollment requirements. If the employee has benefits with UEFT and was compensated at least forty (40) or more hours during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the month in which employment terminated.

8.5 Voluntary Employee Beneficiary Account (VEBA) Plan.

- A. Plan Description: The Board has established a Health Reimbursement Arrangement (HRA) Voluntary Employee Beneficiary Account (VEBA) Plan in accordance with Internal Revenue Code Section 501(c)(9) to provide benefited non-bargaining employees a tax-exempt health and welfare trust.
- B. Benton County's contributions into the non-bargaining employee's VEBA accounts are subject to the following provisions:
 - 1. For Benton County non-bargaining employees and bi-county non-bargaining Human Services employees, Benton County makes a monthly deposit into the VEBA equal to 3.5% of an employee's monthly salary. For bi-county non-bargaining Juvenile Justice and Superior Court employees, Benton County makes a monthly deposit into the VEBA equal to 2.6% of an employee's monthly salary.
 - 2. Any amounts remaining from the County's contribution for premiums for mandatory and/or elected insurance benefits are deposited into the VEBA.
 - 3. Upon an employee's retirement, Benton County deposits into the VEBA a portion of the employee's unused sick leave accruals as determined in

Section 8.3 (Sick Leave and Family Medical Leave). Where applicable, the County excludes from the VEBA the sum of unused sick leave accruals used by the Department of Retirement Systems in calculating the employee's average final compensation.

- 8.6 Holidays. Holidays are established by resolution each year by the Board of Benton County Commissioners and are provided to eligible benefited employees. The holiday is based on an eight-hour day. Employees do not receive holiday pay if the employee is absent on his/her last scheduled work day prior to or the first scheduled work day following the holiday if said absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay. Employees are entitled to one (1) floating holiday per calendar year after having served six (6) months of employment (for regular part-time employees, after 1040 hours of service). The floating holiday may be taken only in full.
- 8.7 Retirement. Employees are covered by the Public Employees Retirement System to the extent provided by and in accordance with state statutes.

SECTION 9 – INSURANCE BENEFITS DURING MILITARY SERVICE

- 9.1 The Board has deemed it appropriate to pay the regular County contribution for insurance benefits to employees receiving benefits who are members of the military reserves and who are involuntarily called to active duty, and who are otherwise required to take leave without pay to fulfill their military obligations.
- 9.2 The amount of insurance contribution to be paid by the County is the same amount as before the employee was called to active duty. Employees eligible for the County contribution for insurance benefits are also allowed to apply any used portion of the benefits contribution to elective coverage, dependent medical coverage, or the VEBA account as they did prior to being called to active duty and prior to being placed on leave without pay. Otherwise, employees are responsible for any employee contributed benefit plans they wish to continue. Said employees are not eligible to continue accruing paid vacation and paid sick leave while in an unpaid status, but are able to use accrued amounts to offset employee costs of insurance, if necessary.
- 9.3 This section applies only to employees who are involuntarily called to active duty; it does not apply to those employees who volunteer for active duty.

SECTION 10 – MILITARY LEAVE, JURY DUTY

- 10.1 Military Leave. Employees who are members of the Military Reserve or National Guard are granted leave for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th. Such leave is granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active

training duty. During the period of military leave, the employee receives his or her normal pay. This provision is subject to applicable State and Federal laws.

- 10.2 Jury Duty. An employee receiving a summons to report for jury duty is to notify his/her supervisor the next working day after receiving the summons. Employees residing in Benton County on leave for jury duty receive their regular pay and are not paid jury pay. Employees living in other counties on leave for jury duty are paid the difference between their regular pay and the jury pay for the time he/she is absent on jury duty. The employee must provide satisfactory evidence that jury duty was served.

SECTION 11 – LEAVE OF ABSENCE WITHOUT PAY

- 11.1 An employee may be granted a leave of absence without pay subject to his/her Senior Official's approval and restrictions on length of the absence. An employee must request such leave from his/her Senior Official. The Personnel Action Form is to be used to apply for a leave of absence without pay, and such leave is to be requested thirty (30) days before the requested start of the leave, when practical. Before approving a leave of absence without pay, the employee and Senior Official must reach a mutually acceptable date of return and the position to which the employee will return. An employee's anniversary date for step increases and leave accrual (sick and vacation) is adjusted for the period of his/her absence, for each month for which the majority of the month is taken as leave without pay.
- 11.2 While on leave of absence without pay for the majority of the month, the County's contribution toward the employee's insurance premiums ceases, and the employee is eligible for COBRA benefits. The employee's leave accruals and eligibility for using leave are suspended while on a leave of absence without pay.
- 11.3 Leave without pay will normally not be granted to an employee until he/she has first utilized all accrued vacation, unless the Senior Official determines that circumstances warrant granting the leave without exhausting accrued vacation. Such leave will not be granted to allow an employee to gain personal advantage or profit.
- 11.4 If a Senior Official determines a need for such information, the employee must provide satisfactory evidence of his/her ability to resume his/her job duties at proper levels of efficiency before being allowed to return to work.
- 11.5 A leave of absence without pay will not be allowed unless authorized in advance. Any absence that is not properly authorized leave is treated as leave without pay and may be cause for disciplinary action. Unauthorized absence from duty for two (2) consecutive days constitutes voluntary termination from employment.

SECTION 12 – PERSONAL USE OF COUNTY OWNED VEHICLES

- 12.1 Benton County employees are prohibited from using County owned vehicles for personal use except for commuting in assigned vehicles and for other de minimus personal use as

provided for in the Internal Revenue Service regulations.

- 12.2 Commuting is defined as taking a county owned vehicle to or from a work site and the employee's residence. Employees utilizing county owned vehicles for commuting purposes are required to report such personal use.
- 12.3 The value of the vehicle used for commuting and personal use must be included in wages for Federal Income Tax purposes. For employees (not elected officials), the value of the vehicle is either the fair market value of vehicle use, or a flat rate of \$3.00 per day if the criteria listed below are met:
- A. The employer requires the employee to commute in the vehicle for bona fide noncompensatory business reasons. Examples of acceptable reasons include lack of space to store the vehicle, the expectation that the employee respond to emergency calls from his/her residence, security reasons, etc.
 - B. Use of the vehicle for personal purposes other than commuting and de minimus (e.g. stopping for a loaf of bread on the way home) is prohibited.
 - C. The vehicle is used in the employer's business and, except for de minimus use, the employee does not use the vehicle for any personal purpose other than commuting.
 - D. The employee is not an elected official.

If the flat rate is used, the employer is not required to keep records on the use of the vehicle. (The value of the employer-provided gasoline, oil, etc. for the vehicles is included in the \$3.00.)

SECTION 13 – ON-THE-JOB INJURIES

An employee who suffers a compensable on-the-job injury resulting in his/her absence from work is permitted to apply accumulated sick leave to the first three (3) workdays of the absence, less any state compensation that may be applicable. If the employee qualifies for time loss payments, his/her accumulated sick leave and/or annual leave applies toward the base wage difference between the time loss payment and his/her normal base wage. The total of the two payments will not exceed the employee's normal wage for a normal workday. During the employee's absence, he/she is listed as being "on leave of absence - compensable injury". If the employee is receiving workers compensation for the majority of a month, the employee does not accrue vacation or sick leave. While the employee has sick leave and/or vacation leave available, and/or while covered under the Family Medical Leave Act (FMLA), the County continues to pay the County's contribution towards the employee's insurance premiums. If, however, the employee runs out of sick/vacation leave and FMLA leave, he/she is eligible for COBRA benefits and the County's contribution ceases.

SECTION 14 – OTHER EMPLOYEE POLICIES

14.1 Additional employee policies that apply to non-bargaining employees that are not affected by these Personnel Policies and Procedures for Non-Bargaining Employees include but are not limited to the following policies (or subsequent replacement policies):

- A. Non-Discrimination Plan and Policy, Res. No. 88-239;
- B. Background Checks, Res. No. 95-081;
- C. Electronic Mail Policy, Res. No. 07-595;
- D. Anti-Discrimination and Harassment Policy and Complaint Procedure, Res. No. 08-750;
- E. Whistleblower Policy, Res. No. 93-100;
- F. Safety/Risk Management Manual, Res. Nos. 98-171, 99-008;
- G. Alcohol and Drug-Free Workplace, Res. No. 90-205;
- H. Business Travel and Expense Policy, Res. No. 09-029;
- I. Internet Policy, Res. No. 97-776;
- J. Hazard Communication Plan, Res. No. 92-197;
- K. No Smoking Policy, BCC Chapter 6.54, Res. No. 06-023;
- L. Family and Medical Leave Policy, Res. No. 08-480;
- M. Applicant Interview Expense Pilot Program, Res. No. 98-102;
- N. Relocation Expense Policy, Res. No. 08-534;
- O. Hiring Policy for Retirees Under PERS 1, Res. No. 08-799;
- P. Recruitment and Selection Process for Nonpartisan Elective Office Vacancies, Res. No. 09-103;
- Q. Establishment of a Wellness Program and Well Day Off Program, Res. Nos. 89-145, 95-479;
- R. Classifications and Salary Grades for Deputy Prosecuting Attorneys, Res. No. 08-781; and
- S. Remote Access Policy, Res. No. 09-293.

14.2 The following additional employee policies apply to bi-county non-bargaining employees:

- A. Applicable Personnel Policies – Bi-County Non-Bargaining Employees (Benton County Res. No. 95-131; Franklin County Res. No. 95-059); and
- B. Leave for Bi-County Non-Bargaining Employees (Benton County Res. No. 93-159; Franklin County Res. No. 93-079).

Approved and accepted by the undersigned Benton County Elected Officials:

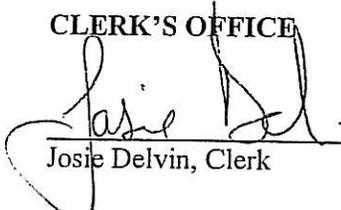
**BENTON COUNTY
BOARD OF COMMISSIONERS**

Max E. Benitz, Chairman

Leo M. Bowman, Member

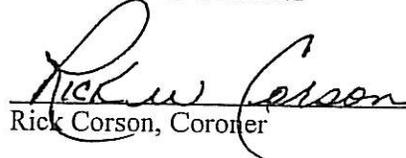
James Beaver, Member

CLERK'S OFFICE



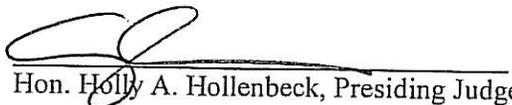
Josie Delvin, Clerk

CORONER'S OFFICE



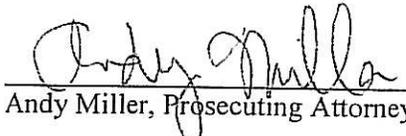
Rick Corson, Coroner

DISTRICT COURT



Hon. Holly A. Hollenbeck, Presiding Judge

PROSECUTING ATTORNEY'S OFFICE

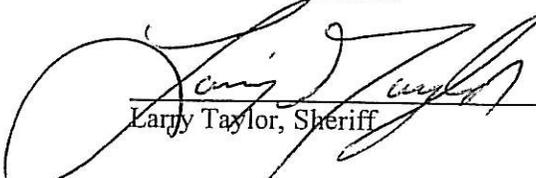


Andy Miller, Prosecuting Attorney

ASSESSOR'S OFFICE

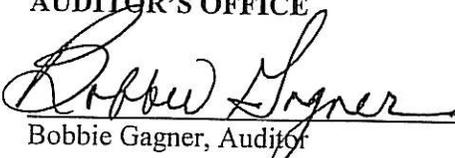
Barbara Wagner, Assessor

SHERIFF'S OFFICE



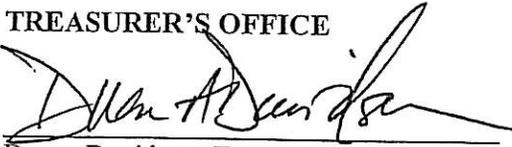
Larry Taylor, Sheriff

AUDITOR'S OFFICE



Bobbie Gagner, Auditor

TREASURER'S OFFICE



Duane Davidson, Treasurer

Employee Acknowledgment

I have received a copy of the Benton County Personnel Policies and Procedures for Non-Bargaining Employees. I understand and acknowledge as follows:

The Benton County Personnel Policies and Procedures for Non-Bargaining Employees are only general policy statements. Non-bargaining employees are employed "at will," which means that either Benton County or the employee can end the employment relationship at any time, with or without cause, and with or without notice. Nothing in the offer of employment, these policies or procedures, other employment documents, -or any oral communications alters the at-will employment relationship, creates an employment contract, or constitutes a promise of specific treatment in specific situations. An employment contract or agreement to modify the at-will relationship can be made only by a separate written employment contract signed by the employee's elected official(s). Benton County retains the right to depart from these policies and procedures or to unilaterally modify, amend, or revoke them at any time, with or without notice.

Employee Name (Print)

Employee Signature

Date

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF CLASSIFICATIONS AND SALARY GRADES FOR DEPUTY DEFENSE ATTORNEYS

WHEREAS, resolution 09-343 established a salary grade for a Public Defense Attorney I at a temporary grade 15 on the non-bargaining salary schedule; and,

WHEREAS, the Board of Benton County Commissioners has found that it is more economic to have complex criminal defense litigation done by highly skilled Deputy Defense Attorneys rather than retaining outside counsel; and,

WHEREAS, the current classification does not provide for recruitment and retention of Defense Attorney(s) at specialized level, and the creation of higher Public Defense Attorney classifications would better allow for recruitment and retention; and,

WHEREAS, increased demands, including the creation of new criminal dockets, the regular turnover of entry level Public Defense Attorneys, and the increased number of complex criminal trials places increased responsibility on the Office of Public Defense; **NOW THEREFORE**,

BE IT RESOLVED the classifications of Public Defense Attorneys and their titles and grades are as follows:

- Public Defense Attorney I, Grade 15
- Public Defense Attorney II, Grade 19
- Public Defense Attorney, III Grade 22

BE IT FURTHER RESOLVED that the following provisions remain in effect:

1. That Indigent Defense Coordinator is hereby authorized to determine the initial placement and/or advancement of Public Defense Attorneys between grades based on work experience and other relevant facts at the sole discretion of the Indigent Defense Coordinator;
2. That all Public Defense Attorney positions shall receive the same annual leave (vacation and sick), insurance, retirement and all other benefits as Benton County non-bargaining employees.

Dated this ____ day of September, 2009

Chairman of the Board

Chairman Pro Tem

Member

**Constituting the Board of County
Commissioners of Benton County**

Attest: _____
Clerk of the Board

RESOLUTION

P

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: C.E. 1722 CRP, WEBBER CANYON ROAD RAILROAD UNDERCROSSING; LOCAL AGENCY AGREEMENT NO. LA 5278

WHEREAS, the project CE 1722 CRP Webber Canyon Road Railroad Undercrossing has been designed, right of way certified, and contract awarded for construction, and

WHEREAS, the Local Programs Engineer has requested Benton County prepare Supplement No. 4 to the Local Agency Agreement No. LA 5278 to convert unused Preliminary Engineering STPR funds to Construction Engineering STPR funds; NOW, THEREFORE,

BE IT RESOLVED, that Supplement No. 4 for Webber Canyon Road Railroad Undercrossing for the Local Agency Agreement No. LA 5278, be and hereby is approved, and the Chairman is authorized to sign on behalf of Benton County.

Dated this 21st day of September, 2009.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

Member.

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

SWB:BLT:slc



Agency BENTON COUNTY		Supplement Number FOUR
Federal Aid Project Number ARRA-HPP-STPR-A031(002)	Agreement Number LA 5278	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on AUGUST 18, 1999

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 WEBBER CANYON ROAD CE 1722 CRP Length 0.3 MILES

Termini Kiona South City Limits to I-82 Interchange

Description of Work No Change

Reason for Supplement

Convert unused Preliminary Engineering STPR funds to Construction Engineering

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					
<u>86.5 %</u>	a. Agency	14,017.00	-7,925.00	6,092.00	5,270.00
	b. Other Consultant	270,000.00		270,000.00	233,550.00
	c. Other				
Federal Aid Participation Ratio for PE	d. State	5,000.00		5,000.00	4,325.00
	e. Total PE Cost Estimate (a+b+c+d)	289,017.00	-7,925.00	281,092.00	243,145.00
Right of Way	f. Agency				
<u> %</u>	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	2,824,234.00		2,824,234.00	2,824,234.00
	l. Other				
	m. Other				
<u>100 %</u>	n. Other CE w/ STPR@86.5%		7,925.00	7,925.00	6,855.00
Federal Aid Participation Ratio for CN	o. Agency	272,088.00		272,088.00	272,088.00
	p. State	4,325.00		4,325.00	4,325.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	3,100,647.00	7,925.00	3,108,572.00	3,107,502.00
	r. Total Project Cost Estimate (e+j+q)	3,389,664.00		3,389,664.00	3,350,647.00

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 _____

By _____

Title Chairman of the Board of County Commissioners

Director of Highways and Local Programs

Date Executed _____

RESOLUTION NO. _____
 Road Program Item #3 09-14 Six Year Road Program

County Engineer Project No. 1917 CRP
 Arterial Access

96

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON
 IN THE MATTER OF COUNTY ROADS, RE: WEBBER CANYON ROAD BNSF UNDERPASS ROADWAY
 AND KIONA STREETS

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to proceed with the improvement of Webber Canyon Road BNSF Underpass Roadway and Kiona Streets according to the contract awarded to A & B Asphalt, Inc., Benton City, Washington, on August 17, 2009.

Length of Project: .3± miles; Width of Roadbed: 43.5 ft.; Surface: 33 ft.; Pavement: 32 ft.
 Type and depth of surfacing: Hot Mixed Asphalt (HMA Class 1/2 inch PG 70-28)
 Bridge ___ Irrigation Crossing: Length ___ ft.; Width ___ ft.
 Estimated date of beginning: October 1, 2009; Estimated date of completion: May 31, 2010.

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	<u>County Road Funds</u>	<u>Federal ARRA Funds</u>	<u>Total</u>
Prel. Engr.	12,500.31		12,500.31
Right-of-Way			0.00
Mat. from Stkple			0.00
Day Labor			0.00
Contract		887,499.69	887,499.69
Const. Engr.			0.00
Contingencies			0.00
Total	12,500.31	887,499.69	900,000.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED, That this purpose be performed in accordance with the Standard Road and Bridge Specifications of the State of Washington as adopted by this Board.

ADOPTED this 21st day of September, 2009.

 Chairman

(SEAL)

 Chairman Pro-Tem

Attest:

 Clerk of the Board

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

RBD:LJM:dlh

R E S O L U T I O N

r

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS: LEASE AGREEMENT FOR CRUSHING AND STOCKPILE SITE - FINLEY PIT R-133

WHEREAS, a lease agreement by and between Benton County and Dean C. Wake and Patricia L. Wake, landowners, has been prepared to allow Benton County Public Works to crush and stockpile road surfacing materials on a parcel of land in Section 3, Township 7 North, Range 30 East, W.M., known as the Finley Pit R-133; and

WHEREAS, the period of the lease will be five years, with consideration being paid at \$0.40 per ton of rock crushed, and \$700 per year for stockpiling privileges; NOW, THEREFORE,

BE IT RESOLVED that the said lease agreement be and hereby is approved, and the Board hereby sign said agreement on behalf of Benton County.

Dated this 21st day of September, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

Filed for Record at Request of:

Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

Document Title: Lease Agreement

Reference Number of Related Documents:

Grantor(s): Dean C. Wake and Patricia L. Wake

Grantee(s): Benton County

Legal Description: A portion of the NE ¼ of Section 3, Township 7 North, Range 30 East, W.M.

Assessor's Tax Parcel Number: 1-0370-100-0004-000

LEASE AGREEMENT

THIS AGREEMENT entered into this 21st day of September, 2009, by and between DEAN C. WAKE and PATRICIA L. WAKE, the owners, and BENTON COUNTY, a Political Subdivision of the State of Washington, is made for the purpose of permitting Benton County Public Works Department to crush and stockpile road surfacing materials on the following described parcel of land:

That portion of the Northeast Quarter of Section 3, Township 7 North, Range 30 East, W.M., lying Easterly of County road number 49550, known as Finley Road, Southerly of the Kennewick Irrigation District Canal, and Westerly of the following described line:

Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 3, Township 7 North, Range 27 East, W.M.; thence West along the South boundary of the North Half of the Northeast Quarter of said Section a distance of 1,900.00 feet; thence North 1°18'00" West a distance of 390.00 feet to the South right of way line of the Kennewick Irrigation District Canal, the true point of beginning; thence South 1°18'00" East a distance of 1,657.00 feet to a point on the East and West centerline of said Section 3.

ALSO:

That portion of Government Lot 2, Section 3, Township 7 North, Range 30 East, W.M., lying South of Kennewick Irrigation District Canal and East of the following described line:

Commencing at the Southeast corner of Government Lot 1 of said Section 3, being the same Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 3; thence West along the South boundary of Government Lot 1 and 2 of said Section 3 a distance of 1,900.00 feet to the true point of beginning; thence North 1°18'00" West a distance of 390.00 feet to the South right of way line of the Kennewick Irrigation District Canal.

Contains approximately 23.30 acres.

The following is agreed upon by both parties:

1. The period of this agreement shall be five (5) years beginning September 1, 2009, and ending August 31, 2014. At the end of such period, this agreement may be renewed if agreeable to both parties.
2. The Benton County Public Works Department is permitted to crush and stockpile road surfacing materials within the area's described for that purpose.

3. The Lessee shall be given first chance to purchase the property from Lessor should Lessor decide to sell property described herein within the period of this Lease.
4. The owners of the land are permitted to enter in or upon said land at any time.
5. The Benton County Public Works Department will obtain a surface mining permit from the Department of Natural Resources and comply with the conditions thereof.
6. The consideration for the privilege to crush surfacing materials on said land is \$0.40 per ton of rock produced, said consideration to be paid upon completion of each crushing contract on said land. In lieu thereof, the owners herein may obtain the same value in crushed surfacing materials. Measurement of rock will be made in the processed state; that is, pay quantities shall be the amount of crushed rock produced. If removal of objectionable material from the quarry rock is required to produce a product which will meet State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, the removed material will not be a pay item in this agreement unless such removed materials or shot rock is actually used, and payment for shot rock or objectionable material will be \$0.60 per cubic yard as measured in the truck. The consideration for the privilege to stockpile surfacing materials on said land is \$700.00 per year. Payment to stockpile crushed surfacing materials may be paid in a lump sum for the period of the lease or may be paid annually.
7. The County Road Department or its contractors may enter in or upon said land at any time for the purpose of crushing, stockpiling, and removing crushed rock and for other operations connected with the normal operations of a quarry and stockpile site.
8. Benton County shall hold Dean C. Wake and Patricia L. Wake harmless from any claims or actions arising out of Benton County's use of said premises, including the cost of defending said claims.
9. Benton County shall maintain a steel gate at the point of access to the site. The steel gate at this access will remain closed when access to the site is not in use. Upon the expiration of this agreement, all materials owned by Benton County will be removed from the lease premises and reclamation work will proceed as per the surface mining permit.

SIGNED this 8th day of September, 2009.

OWNERS:

 Dean C. Wake


 Patricia L. Wake

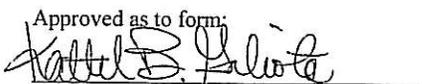
SIGNED this 21st day of September, 2009.

BENTON COUNTY:

 Chairman, Board of County Commissioners

 Chairman, Pro-Tem

 Member

Approved as to form:

 Benton County Prosecuting Attorney

Date _____

STATE OF WASHINGTON,)
COUNTY OF Franklin) ss.

On this 8th day of September, 2009, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared DEAN WAKE and PATRICIA WAKE to me known to be the persons who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said persons, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day an year first above written.

Karla S. Arington
Notary Public in and for the State of Washington,
Residing at Kesewick, WA.



STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2009, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the Chairman and Members, respectively, of the Board of County Commissioners of Benton County, Washington, the political subdivision that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said subdivision.

Witness my hand and official seal hereto affixed the day an year first above written.

Notary Public in and for the State of Washington,

Residing at _____

S

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED STATES MARSHALS SERVICE AND COUNTY OF BENTON, WA FOR THE HOUSING OF FEDERAL DETAINEES AT THE BENTON COUNTY JAIL FACILITY, CURRENT EXPENSE FUND NO. 0000-101, SHERIFF CUSTODY DEPARTMENT 120.

WHEREAS, the Benton County Sheriff's Office has a current Intergovernmental Agreement with the United States Marshals to house federal detainees; and

WHEREAS, the Sheriff's Office applied for an Intergovernmental Agreement Renewal Application for the purpose of increasing the federal detainees bed day rate from \$69.00 per inmate per day to \$76.00 per inmate per day; and

WHEREAS, the United States Marshals Service approved the Intergovernmental Agreement Renewal Application and the new rate of \$76.00 per inmate per day; and

WHEREAS, the Benton County Sheriff's Office wishes to enter into an Intergovernmental Agreement with the United States Marshals Service for the housing of federal detainees at the Benton County Jail Facility at the new rate of \$76.00 per inmate per day; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the attached Intergovernmental Agreement for the housing of federal detainees at the Benton County Jail Facility; and

BE IT FURTHER RESOLVED that the term of the Intergovernmental Agreement is effective upon the date of signature of both parties and remains in effect unless terminated by either party with written notice; and

BE IT FURTHER RESOLVED, the new rate of \$76.00 shall be fixed for a period from the effective date of the Intergovernmental Agreement forward for thirty-six (36) months.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

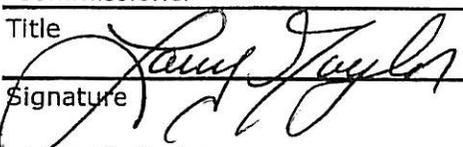
Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Rosemary

Prepared by: K Mercer

**U. S. Department of Justice
United States Marshals Service**

**Detention Services
Intergovernmental Agreement**

1. Agreement Number 85-03-0031	2. Effective Date See Block 19	3. Facility Code(s) OKC	4. DUNS Number 08-373-8997
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Interagency Agreements Washington, DC 20530-1000		6. Local Government Benton County 7122 W. Okanogan Place, Bldg. B Kennewick, WA 99336 Tax ID#: 91-6001296	
7. Appropriation Data 15X1020		8. Local Contact Person Al Thompson, Jail Captain	
		9. Tel: (509) 735-6555 Email: al.thompson@co.benton.wa.us	
Services		Estimated Number of Federal Beds	Per-Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		11. 200	12. \$76.00
13. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input checked="" type="checkbox"/> U.S. Courthouse		14. Guard/Transportation Hourly Rate: \$N/A Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the body governing the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>		16. Signature of Person (s) authorized to Sign (Local) Signature Max Benitz, Jr. Print Name Commissioner Title _____ Date _____  Signature Larry D. Taylor Print Name Sheriff Title _____ Date <u>9-14-09</u>	
17. Prisoner and Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	18. Other Authorized Agency User <input checked="" type="checkbox"/> BOP <input type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal) Signature Mary Horsey Print Name Grants Specialist Title _____ Date _____	

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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **Benton County** (hereinafter referred to as the "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the **Benton County Jail** (hereinafter referred to as "the facility").

The population (hereinafter referred to as "federal detainees") will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-Based Detention Standards.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than one-hundred twenty (120) calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide federal detainees with the full range of medical care **inside** the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the facility to federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above-referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the facility to federal detainees. The Federal Government must be billed directly by the medical care provider **not** the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All **outside** medical care provided to federal detainees must be pre-approved by the Federal Government. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the federal detainee's illness or injury as well as the types of treatment provided.

Medical care for federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

The facility shall have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TB) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are used, they shall be read between 48 and 72 hours after placement.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainee's

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medical record. Special requests for expedited TB testing and clearance (to include time-sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent federal prisoners.

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to any U.S. Courthouse without a specific request from the USM who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

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If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable means to apprehend the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government shall immediately notify the Federal Government.

Prisoner Rape Elimination Act (PREA)

The facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults. (See Attached)

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: www.arnet.gov.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is **\$76.00**, and shall not be subject to adjustment on the basis of **Benton County** actual cost experience in providing the service. **The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for thirty-six (36) months.** The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on the DSNetwork will be required before a new per-diem rate can be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for federal detainees housed at the facility.

Addresses for the components are:

**United States Marshals Service
Eastern District of Washington
888 Thomas S. Foley U.S. Courthouse
920 W. Riverside Avenue
Spokane, WA 99201
(509) 353-2781**

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**Bureau of Prisons
Community Corrections Office
3160 Jackson Federal Building
915 Second Avenue
Seattle, WA 98174
(206) 220-6593/90/92**

To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per-diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

**Benton County
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336**

Modifications and Disputes

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both parties agree they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator to promote improvements to facility operations, conditions of confinement, and levels of services.

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litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and be provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Prisoner Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- **Using Abusive or Obscene Language**
- **Sexual Assault**
- **Making a Sexual Proposal**
- **Indecent Exposure**
- **Engaging in Sex Act**

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains,

medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

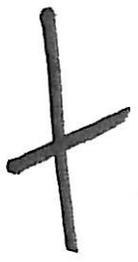
Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the Federal Detention Trustee
Washington, DC

QuickTime™ and a
PowerPC™ processor
are needed to see this picture.

Published February 2008

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY
DEPARTMENT NUMBER 120.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009
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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody

Dept Nbr: 120

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.200	1813	Custody Lieutenant	\$686	523.610	1170	Lead Nurse	\$22,404
523.610	1258	Registered Nurse	\$22,060	523.610	1171	Lead Nurse	\$22,404
523.610	1176	Registered Nurse	\$22,062				
TOTAL			\$44,808	TOTAL			\$44,808

Explanation:

The following line item transfer is needed to fund the Lead Nurse Positions approved per Resolution 09 601. The funding for these two positions are from the absorption of two RN positions by their promotion to Lead Nurse. As well as funds left in the Corrections Administrative Lieutenant line item that was not filled during the Lieutenants appointment to Medical Captain (Medical Nurse Manager).

Prepared by: Julie Thompson

Date: 16-Sep-2009

Approved

Denied

Date: _____

Chairman

Member

Member

u

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND THE PORT OF BENTON FOR CAPITAL IMPROVEMENTS AT CROW BUTTE PARK; AMENDING RESOLUTION 07-428

WHEREAS, per resolution 07-428 dated June 25, 2007 the Board of Benton County Commissioners entered into an interlocal cooperative agreement with the Port of Benton in the amount one hundred and fifty thousand dollars (\$150,000), paid in increments not to exceed fifty thousand dollars (\$50,000) each year for three (3) years, 2007, 2008, and 2009 for capital improvements at Crow Butte Park; and

WHEREAS, said agreement expires December 31, 2009 and Section 7 states the parties may extend this agreement by mutual written consent; and

WHEREAS, Benton County Administrator is pleased with the services they have provided and wishes to extend the contact for an additional three (3) years with said interlocal cooperative agreement expiring December 31, 2012; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the first amendment to the interlocal cooperative agreement with the Port of Benton, extending the contract an additional three years and increasing the contact amount an additional one hundred and fifty thousand dollars (\$150,000), paid in increments not to exceed fifty thousand dollars (\$50,000) each year over the next three (3) years, 2010, 2011, and 2012, with a termination date of December 31, 2012.

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign said interlocal cooperative agreement amendment attached hereto.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig: File - LSK
cc: Auditor; R. Ozuna, Port of Benton, Crow Butte Assn, A. Fyall

FIRST INTERLOCAL COOPERATIVE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this 14 day of September 2009 by and between **BENTON COUNTY, WASHINGTON** hereinafter called "COUNTY" and **PORT OF BENTON** a municipal corporation of the State of Washington, hereinafter called "PORT".

The parties entered into an Interlocal Cooperative Agreement dated June 25, 2007 (the "AGREEMENT") for capital improvements at Crow Butte Park.

The AGREEMENT specifies it may be extended by mutual written consent; and

The parties agree that all provisions of their amended agreement remain in effect except for the following amendments:

1. Section 3 – Consideration - the existing paragraphs shall be replaced in its entirety with the following:

(a) The Port agrees the Park will be open for use by the residents of Benton County during the usual Park season (Memorial Day weekend to Labor Day weekend) for the three (3) years covered by the funding provided for in Section 4 of this Agreement, i.e. 2010, 2011 and 2012. The Park may be operated by an entity other than the Port during this period of time and the users will be charged fees for the use of the Park facilities.

(b) In the event the Park is not available to the residents of Benton County during the period covered by this Agreement, the Port will reimburse the County a prorated share of the funds paid to the Port by the County for the capital improvements and repairs. The Port will repay the County one-third (1/3) of the County funds paid to the Port for each season the Park is closed. For instance, if the Park is open during 2010 and 2011 but is closed for the 2012 Park season, the Port will repay the County one-third (1/3) of the County's reimbursements to the Port.

2. Section 4 – Funding and Approval - the existing paragraphs shall be replaced in its entirety with the following:

The County hereby commits to provide funding in the amount of Fifty Thousand Dollars (\$50,000) per year for three (3) years, contingent upon County funds being budgeted and available for such purposes and approval by the Commissioners of the capital improvements and repairs proposed by the Port. Attached hereto as Exhibit B is a list of the capital improvements and repairs, which the Port is proposing for the Park. These proposed improvements and repairs are approved by the County for reimbursement from the County funds, which are available under this Agreement for the calendar year 2010.

(a) The Port may invoice the County for reimbursement of the costs of making the improvements or repairs set out on Exhibit B. Invoices may be submitted on a monthly basis until the improvements and repairs on Exhibit B have been completed; provided

Orig.: File

cc: Auditors; R. Ozuna; Port of Benton; Crow Butte Assn; A. Fyall

however, the total amount of the invoices in 2010 shall not exceed Fifty Thousand Dollars (\$50,000.00) and the County shall not be responsible for any costs incurred by the Port during 2010 in excess of Fifty Thousand Dollars (\$50,000.00).

(b) The Port and the County shall agree upon the capital improvements and repairs which will be made by the Port during 2011. After the County approves the proposed improvements and repairs, the Port may invoice the County for reimbursement of the costs of making the improvements or repairs. Invoices may be submitted on a monthly basis until the improvements and repairs approved for 2011 have been completed; provided however, the total amount of the invoices in 2011 shall not exceed Fifty Thousand Dollars (\$50,000.00) and the County shall not be responsible for any costs incurred by the Port during 2011 in excess of Fifty Thousand Dollars (\$50,000.00).

(c) The Port and the County shall agree upon the capital improvements and repairs which will be made by the Port during 2012. After the County approves the proposed improvements and repairs, the Port may invoice the County for reimbursement of the costs of making the improvements or repairs. Invoices may be submitted on a monthly basis until the improvements and repairs approved for 2012 have been completed; provided however, the total amount of the invoices in 2008 shall not exceed Fifty Thousand Dollars (\$50,000.00) and the County shall not be responsible for any costs incurred by the Port during 2012 in excess of Fifty Thousand Dollars (\$50,000.00).

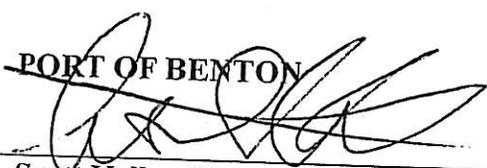
IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this Interlocal Cooperative Amendment on behalf of the County, and the Port has executed this Agreement, on the day and year first above written.

BENTON COUNTY

Max E. Benitz Jr., Chairman

Date: _____

PORT OF BENTON



Scott Keller, Executive Director

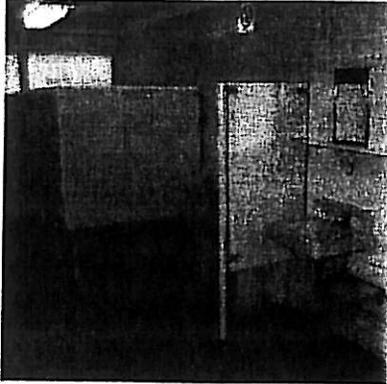
Date: 9/14/2009

Orig.: File

cc: Auditors; R. Ozuna; Port of Benton; Crow Butte Assn; A. Fyall

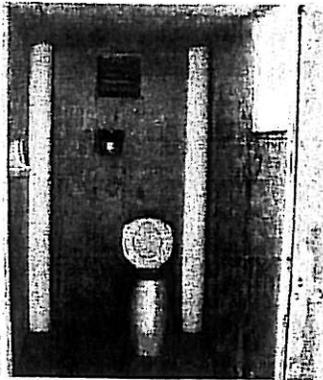
**EXHIBIT B
CROW BUTTE PARK - IMPROVEMENT NEEDS**

2010 – DAY USE BATH HOUSE IMPROVEMENTS



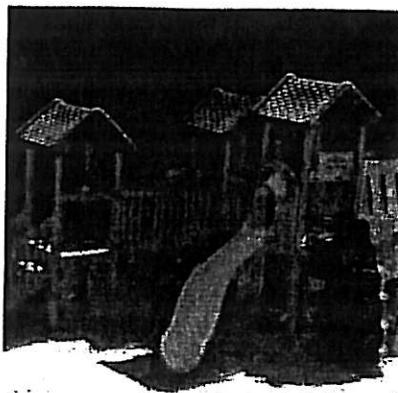
Replace plumbing fixtures & partitions	\$39,000.00
Replace mechanical systems	\$25,000.00
Replace lighting fixtures	\$21,000.00
Replace windows	\$18,000.00
<u>Overlay floor and wall tiles</u>	<u>\$30,000.00</u>
Subtotal	\$133,000.00
Washington State Sales Tax (7.7%)	\$10,241.00
Contractor Bonds and Mark-up (10%)	\$13,300.00
Contingency (15%)	\$19,950.00
TOTAL 2010 IMPROVEMENT NEEDS	\$176,491.00

2011 – EXTERIOR VAULT TOILET REPLACEMENT



Remove existing vault toilet	\$5,000.00
Furnish and install new CXT Restroom Unit	\$24,550.00
<u>Improve Adjacent Parking Area for ADA</u>	<u>\$3,500.00</u>
Subtotal	\$33,050.00
Washington State Sales Tax (7.7%)	\$2,544.85
Contractor Bonds and Mark-up (10%)	\$3,305.00
Contingency (15%)	\$4,957.50
TOTAL 2011 IMPROVEMENT NEEDS	\$43,857.35

2012 – PLAYGROUND STRUCTURE AND TRAIL SYSTEMS



Clearing and Excavation	\$3,500.00
Asphalt pathways	\$52,500.00
Engineered Wood Chip Ground Surface	\$5,850.00
ADA access ramps	\$1,750.00
Retaining wall	\$4,850.00
Playground structure	\$36,750.00
<u>Swing set</u>	<u>\$1,615.00</u>
Subtotal	\$106,815.00
Washington State Sales Tax (7.7%)	\$8,224.76
Contractor Bonds and Mark-up (10%)	\$10,681.50
Contingency (15%)	\$16,022.25
TOTAL 2012 IMPROVEMENT NEEDS	\$141,743.51

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 21 Oct 2009 Subject: West Richland study Memo Date: 15 Oct 2009 Prepared By: AJF Reviewed By: LSK	Execute Contract X Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other



SUMMARY

This item replaces the previous "Red Mountain Interchange Economic Impacts Analysis" contract with a new contract for the same purpose.

BACKGROUND & NEED

The original contract, from May 2009, was between the community partners (Contractors) and the firm of Barney & Worth, with Mr. Jason Robertson as the individual working the project. Roberson, with B&W, has done previous work for both West Richland and Benton City.

During the course of the project, Mr. Robertson decided to leave B&W and begin his own company. West Richland, as the administrator of our contract wanted to retain Jason Robertson on the project. Robertson also wanted to continue the project, and Barney & Worth had no problem with this. Therefore, the reason for this new contract today is merely to get Jason Robertson back on board via his new company – J. Robertson & Company.

One item that has been noted is the time. We all thought this project would be completed by now. The issue is described a little more in the status update provided by West Richland below, but in short, the delay was in getting important data from the Department of Natural Resources, the Kennewick Irrigation District, and MacKay & Sposito. I am told all of that is now in hand. Section 3.3 of the contract deals with this circumstance.

This entire contract is exactly the same as the previous B&W contract, with the exceptions of the parts having to do with payments (Sections 2.0 and 4.1), since those numbers have been pro-rated. West Richland already paid Barney & Worth for work that was completed, so this contract with J Robertson is only for what is left of the original balance of \$10,000.00.

UPDATE FROM WEST RICHLAND

Below is, verbatim, the most recent updates I received from West Richland on this project. This gives detail on the contract status and the work performed to date in their words:

STUDY UPDATE (follow-up provided on September 10)

Jason Robertson, the consultant we hired for I-82 Interchange study, is now leading his own firm, J. Robertson & Company, LLC. Jason is the individual who has done historical work for the City of West Richland and Benton City, and is very familiar with our issues and future vision. In addition, he has nurtured a high level of trust and credibility in the community. The change in contract does not change the scope or total budget for the final project. The timing of this came when we were awaiting the plans from KID and DNR. Jason just received the plans from MacKay & Sposito, including calculations of land usage. This means that we can get this project completed within 4-6 weeks.

Following are the tasks/performance as indicated in the contract.

These are complete:

1.2 Tasks and performance of contract

* Consultant will attend a preliminary kickoff meeting with representatives of participating agencies (the contractors) to confirm key assumptions, including your anticipated development program including building square footage, acreage and cost - by use.

* To accurately calculate the impact of the interchange improvement(s), Consultant will need the partners to agree on and define a specific development program. The program does not have to be "shovel-ready" but rather one the partners hope or believe would result from the improvements to I-82 access (e.g. x sf of lodging on Red Mountain, x acres of light industrial in Benton City, Benton County, x sf of commercial-retail in West Richland, Red Mountain AVA, etc.).

In addition, Jason met with us a second time (at no additional charge) to review maps, finalize study area, and toured the future site of interchange.

The remaining items are yet to be completed:

* From this and any other pertinent background information, Consultant will estimate direct employment, payroll, spending and tax receipts at build-out (again build-out to be defined by you).

* Consultant will also estimate county-wide indirect/induced (or multiplier) effects for employment, payroll and spending.

* Consultant will present a draft report for review by partners, and then submit a final report which addresses any potential data gaps or questions.

* The final report will be accompanied by a graphically-designed executive summary that can be used for informational purposes by the Contractors.

STUDY UPDATE (follow-up provided on September 03)

Here is an update on the I-82 Interchange Economic Impact study.

* Final land development information now received. Derrick Smith of MacKay & Sposito just provided the final land-use data and information (DNR, KID) to J Robertson and Company (Jason Robertson).

* Jason is finalizing and assembling all of the development plans that land-owners have provided (along with existing Red Mountain AVA and Benton City plans) into a draft comprehensive overview/table.

* The next step of the study will consist of stakeholder review of preliminary overview/table. This information will be distributed next week, and we'll call for a one-week review and comment period.

* I will be in touch regarding two upcoming dates:

1. Review and comment period
2. Final report all-group meeting with Jason

* We will invite/involve all of the study partners and stakeholders in review and comment period, as well as the final presentation meeting: County, Benton REA, Benton City, West Richland, KID, DNR, Port of Kennewick, TCVCB and TRIDEC, AVA group, Winery owners, and others. I will contact Troy and Adam Fyall to make certain we have a comprehensive list of individuals. Please let me know of any additional invitees to include in the review/comment and final meeting.

FISCAL IMPACT

\$2900.00, paid from the Sustainable Development Fund. The total amount from the entire project (both contracts) will be \$3,333.00.

ATTACHMENTS

- Resolution, dissolving the former contract and directing signature of the new contract;
- New contract (tan).
- Original contract (gray).

#



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN ECONOMIC IMPACTS ANALYSIS OF THE
PROPOSED "RED MOUNTAIN INTERCHANGE"

WHEREAS, Benton County supports continued development of a new freeway interchange along Interstate 82 between Exits 96 and 102, known as the "Red Mountain Interchange"; and,

WHEREAS, multiple community partners have joined together to do an analysis that would quantify the probable economic impacts of the "Red Mountain Interchange"; and,

WHEREAS, a previous contract for these services between the community partners and the firm of Barney and Worth, Incorporated, has been terminated for cause; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that the Chairman of the Board is authorized to sign a "contract for personal or professional services" among and between Benton County, the City of Benton City, the City of West Richland, Benton Rural Electric Association; and J. Robertson and Company, who will be the contractor performing the economic impacts analysis. Benton County's share of the costs of the contract shall not exceed \$2900.00 per the terms of the contract.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: BOCC file
cc: Auditor, Prosecutor (Ozuna), Benton REA, City of Benton City, City of West Richland

Prepared by: A.J. Fyall



CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES

Between the following Contractors:
CITY OF WEST RICHLAND, ADMINISTRATOR OF CONTRACT
BENTON COUNTY
BENTON RURAL ELECTRIC ASSOCIATION
CITY OF BENTON CITY

and

J Robertson and Company (Hereinafter referred to as the Consultant)
7009 Kellogg Dr. NE
Olympia, Washington 98516

The purpose of this Agreement is to formalize a commitment to completing the preparation of an I 82 Interchange Economic Impact Analysis Report.

1.0 CONSULTANT RESPONSIBILITIES

1.1 Project Goal and Work Tasks

CONSULTANT shall provide the scope of services outlined below for a not-to-exceed budget of \$8,700, including labor and expenses. No additional budget expenditures will be authorized without prior written agreement signed by both parties.

1.2 Tasks and performance of contract

- Consultant will attend a preliminary kickoff meeting with representatives of participating agencies (the contractors) to confirm key assumptions, including your anticipated development program including building square footage, acreage and cost – by use.
- To accurately calculate the impact of the interchange improvement(s), Consultant will need the partners to agree on and define a specific development program. The program does not have to be “shovel-ready” but rather one the partners hope or believe would result from the improvements to I-82 access (e.g. x sf of lodging on Red Mountain, x acres of light industrial in Benton City, Benton County, x sf of commercial-retail in West Richland, Red Mountain AVA, etc.).
- From this and any other pertinent background information, Consultant will estimate direct employment, payroll, spending and tax receipts at build-out (again build-out to be defined by you).
- Consultant will also estimate county-wide indirect/induced (or multiplier) effects for employment, payroll and spending.
- Consultant will present a draft report for review by partners, and then submit a final report which addresses any potential data gaps or questions.
- The final report will be accompanied by a graphically-designed executive summary that can be used for informational purposes by the Contractors.

2.0 FUNDING

Payment to Consultant for this study will not exceed \$10,000. The Consultant shall be paid on an hourly basis for work performed by its employees under this Agreement in accordance with the rates established in Exhibit A and will further be compensated for expenses related to travel, telephone, and facsimile also as noted in Exhibit A, provided all payments in the aggregate shall not exceed \$8,700. Each Contractor hereby commits to provide funding as set forth below. If the project costs are less than \$8,700, the Contractors agree to fund the expenses at the following percentages:

(a)	Benton County	\$2,900.00 (33.33%)
(c)	Benton Rural Electric Association	\$2,900.00 (33.33%)
(d)	City of West Richland	\$1450.00 (16.67%)
(3)	City of Benton City	<u>\$1,450.00 (16.67%)</u>
	TOTAL	\$8,700.00

3.0 ADMINISTRATION

3.1 This Agreement shall be administered by the West Richland City Mayor or his designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing progress reports every two weeks during the term of the study to the elected officials of each Jurisdiction;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities;
- (d) Circulation to each jurisdiction a draft Economic Impact Analysis Report, incorporate comments received from the jurisdiction and circulate the final I 82 Interchange Economic Impact Analysis Report to each jurisdiction;

- 3.2 Billing. One statement will be submitted to each of the funding partners within 30 days of project completion;
- 3.3 Duration of project: 45 days. Completion of the study in a timely manner will depend upon jurisdictions providing information for the study within requested deadlines. Delays caused by one or more of jurisdictions will impact completion of the study within the 45-day period.
- 3.4 A final electronic copy and (5) print copies will be provided to jurisdictions. A final in-person presentation will be made available.

4.0 CITY OF WEST RICHLAND RESPONSIBILITIES TO CONSULTANT

In consideration of the Consultant's satisfactory performance of the responsibilities set forth herein, the City of West Richland shall compensate and/ or reimburse the expenses of the Consultant as follows:

- 4.1 Total compensation and/or reimbursement of Consultant expenses will not exceed \$8,700.

4.2 The City of West Richland shall compensate the Consultant within thirty (30) days receipt of a properly executed Personal or Professional Services Claims Form and/or invoice.

4.3 All payments for compensation and/or expenses to the Consultant shall be conditioned upon the Consultant submission of appropriate forms and/or invoices which support the performance for which payment is requested. Approval of all compensation claims shall be conditioned upon the Consultant's performance of responsibilities stated in paragraph 1.0 to the satisfaction of the City of West Richland, provided that such approval shall not be unreasonably withheld.

4.4 Except as expressly provided herein, all expenses necessary to the Consultant's satisfactory performance of the contract shall be borne in full by the Consultant.

4.5 Any date specified herein for payment(s) to the Consultant shall be considered extended as necessary to process and deliver a City of West Richland warrant for the amount(s).

5.0 PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

6.0 INDEPENDENT CONSULTANT / STATUS OF CONSULTANT

Consultant and Consultant's employees and agents shall perform all duties pursuant to this Contract as an independent Consultant. The Contractors shall not control or supervise the manner in which this Contract is performed nor withhold or pay any taxes on behalf of Consultant or Consultant's employees or agents. Personal liability insurance is the responsibility of the Consultant, and shall not be provided by the Contractors.

Consultant certifies they are customarily engaged in the business for which this Contract is written, that they are responsible for filing a schedule of expenses with the Internal Revenue Services on the next applicable filing date, that they have established an account with all state agencies requiring such registration or license and that they are maintaining a separate set of books and records reflecting items of income and expense for their business.

7.0 INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Consultant or Consultant's employees or agents' performance or failure to perform duties pursuant to this Contract shall be Consultant's sole obligation, and Consultant shall defend, pay costs of defense, indemnify and hold harmless the Contractors and the Contractors' employees and agents in full for any and all such acts or failures to act on the part of Consultant or Consultant's employees or agents. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, documents an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

8.0 DRUG FREE WORKPLACE

Consultant and Consultant's employees or agents shall perform all duties pursuant to the Contract in compliance with the intent of the Contractors' drug free workplace policy and hereby acknowledges receipt to this policy as of the date this contract is signed.

9.0 CRIMINAL ACTIVITY

The Consultant and Consultant's employees or agents shall perform all duties pursuant to the Contract without conviction of any crime against persons, nor be found in any dependency action by a court in a domestic relations proceeding or in any disciplinary board final decision to have sexually assaulted or exploited any minor.

The Consultant shall ensure that the Consultant and Consultant's employees or agents have unsupervised access to children in the performance of this agreement have no prior conviction civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, the Consultant shall require that the Consultant and Consultant's employees or agents who have regularly scheduled unsupervised access to children are fingerprinted and checked through the Washington State Patrol (WSP) criminal identification system, prior to performing services under this Contract.

10.0 TERMINATION

10.1 This contract may be terminated by the City of West Richland's Mayor (on behalf of the Contractors) at any time, with or without reason, upon written notification thereof to the Consultant. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Consultant as of midnight of the second day following the date of its posting in the United States mail—addressed as first noted herein—in the absence of proof of actual delivery to and receipt by Consultant by mail or other means at an earlier date and/or time.

10.2 In the event of termination by the City of West Richland, Consultant shall be entitled to an equitable pro ration of the total compensation provided for herein for uncompensated services which have been performed as of the date of termination of this agreement.

11.0 VERBAL AGREEMENTS

This written contract constitutes the mutual agreement of Consultant and the Contractors in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

12.0 APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Benton County, Washington.

The Consultant shall comply, where applicable, with the Contract Work Hours and safety Standards Act and any other applicable Federal and state statutes, rules and regulations.

The Consultant and Consultant's employees or agents shall inform the City of West Richland, in writing and prior to performing any services under this Contract, if the Consultant's employees or agents are past or present Washington State employees. Written notification shall include the individual's name, social security number, date(s) of employment and last employer.

13.0 NONDISCRIMINATION

No person shall, on the grounds of age, race, creed, color, national origin, sex or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activity performed pursuant to this Contract.

14.0 ETHICAL CONDUCT

Neither the Consultant nor any employee or agent of the Consultant shall participate in the performance of any duty pursuant to this Contract in which duty such person has participated as an employee of the Contractors and the Consultant shall ensure there are no violations of Chapter 42.23 RCW, Code of Ethics for Municipal Officers – Contract Interests.

Neither the Consultant nor any employee or agent of the Consultant shall participate in the performance of any duty or service in whole or in part under the Contract that is in violation of the Ethic in Public Service law in RCW 41.06.250 prohibiting the use of public resources for political activities.

15.0 DISPUTES

Notice of potential disputes between the Consultant and the City of West Richland (on behalf of the Contractors) on the interpretation of the content of this Contract or any appendices must be served in writing to the other party to this Contract. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to the West Richland City Council, whose decision shall be final.

16.0 OWNERSHIP OF WORK PRODUCTS

Data which originates from this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the Contractors. Data shall include, but not be limited to, reports, documents, pamphlets, articles, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes ownerships of all intellectual concepts and properties embodied in data, the right to copyright, patent or register data, and the right to transfer ownership of data.

This section shall not be construed to grant ownership to the Contractors materials that were not originated under this Contract. Materials generated prior to the beginning of this Contract and/or not originated under this Contract are not owned by the Contractors.

17.0 COPYRIGHT

The Consultant shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to the Contractors, as discussed in the previous section.

18.0 RECORDS, DOCUMENTS AND REPORTS

The Consultant shall maintain books, records, documents and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review or audit by personnel duly authorized by law, rule, regulation or contract. These records will be available in order to make audit examinations, excerpts and transcripts. The Consultant shall retain all books, records, documents and other materials relevant to this Contract for six (6) years after settlement and make them available for inspection by persons authorized under this provision.

19.0 EFFECTIVE DATE-DURATION

This Contract shall commence when signed by all parties, and shall terminate at midnight on the 60th day after that commencement date; with the exceptions of Section 7.0 (Indemnification), Section 16.0 (Ownership of Work Products) and Section 18.0 (Records, Documents and Reports) which shall continue to bind the parties, their heirs and successors. The Consultant shall be allowed a reasonable extension of time upon the existence of a reasonably unforeseen

circumstance not caused by any act or failure to act of the Consultants, which renders the timely completion of the services impractical.

IN WITNESS WHEREOF, the Consultant and Contractors have executed this Contract.

CONSULTANT **J Robertson and Company**

Jason Robertson _____
BY

President _____
TITLE

July 22, 2009 _____
DATE

SOCIAL SECURITY # _____
OR
IRS TAX ID # 27-0455499

Washington State Department of Revenue
UNIFIED BUSINESS IDENTIFIER # 602-935-078

INCORPORATED?
(Please circle one answer)

YES NO

THE CITY OF WEST RICHLAND

BY

TITLE

DATE

THE CITY OF BENTON CITY

BY

TITLE

DATE

BENTON COUNTY

BY _____

CLERK TO THE BOARD _____

TITLE _____

DATE _____

APPROVED AS TO FORM _____

BENTON RURAL ELECTRIC ASSOCIATION

BY _____

TITLE _____

DATE _____

All of the above certify that he/she/they are the Consultant and Contractors identified herein, or person duly qualified and authorized to bind the Consultant and Contractors so identified in the foregoing Contract.

Return Name and Address:
City of West Richland
3801 W. Van Giesen St.
West Richland, WA 99353

PLEASE PRINT OR TYPE INFORMATION:

<p>Document Title(s)(or transactions contained therein):</p> <ol style="list-style-type: none">1. Contract for Personal or Professional Services2.3.4.
<p>Grantor(s)(Last name first, first name, middle initials):</p> <ol style="list-style-type: none">1. City of West Richland2. Benton County3. Benton Rural Electric4. City of Benton City <p>Additional names on page _____ of document.</p>
<p>Grantee(s)(Last name first, first name, middle initials):</p> <ol style="list-style-type: none">1. Baring & Worth2.3.4. <p>Additional names on page _____ of document.</p>
<p>Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Additional legal is on page _____ of document.</p>
<p>Reference Number(s) of documents assigned or released:</p> <p>Additional numbers on page _____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>Property Tax Parcel ID is not yet assigned.</p> <p>Additional parcel numbers on page _____ of document.</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.</p>

CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES

Between the following Contractors:
CITY OF WEST RICHLAND, ADMINISTRATOR OF CONTRACT
BENTON COUNTY
BENTON RURAL ELECTRIC ASSOCIATION
CITY OF BENTON CITY

and

Barney & Worth, Inc. (Hereinafter referred to as the Consultant)
1211 SW Fifth Ave., Suite 1140
Portland, Oregon 97204

The purpose of this Agreement is to formalize a commitment to completing the preparation of an I 82 Interchange Economic Impact Analysis Report.

1.0 CONSULTANT RESPONSIBILITIES

1.1 Project Goal and Work Tasks

CONSULTANT shall provide the scope of services outlined below for a not-to-exceed budget of \$10,000, including labor and expenses. No additional budget expenditures will be authorized without prior written agreement signed by both parties.

1.2 Tasks and performance of contract

- Consultant will attend a preliminary kickoff meeting with representatives of participating agencies (the contractors) to confirm key assumptions, including your anticipated development program including building square footage, acreage and cost – by use.
- To accurately calculate the impact of the interchange improvement(s), Consultant will need the partners to agree on and define a specific development program. The program does not have to be "shovel-ready" but rather one the partners hope or believe would result from the improvements to I-82 access (e.g. x sf of lodging on Red Mountain, x acres of light industrial in Benton City, Benton County, x sf of commercial-retail in West Richland, Red Mountain AVA, etc.).
- From this and any other pertinent background information, Consultant will estimate direct employment, payroll, spending and tax receipts at build-out (again build-out to be defined by you).
- Consultant will also estimate county-wide indirect/induced (or multiplier) effects for employment, payroll and spending.
- Consultant will present a draft report for review by partners, and then submit a final report which addresses any potential data gaps or questions.
- The final report will be accompanied by a graphically-designed executive summary that can be used for informational purposes by the Contractors.

2.0 FUNDING

Payment to Consultant for this study will not exceed \$10,000. The Consultant shall be paid on an hourly basis for work performed by its employees under this Agreement in accordance with the rates established in Exhibit A and will further be compensated for expenses related to travel, telephone, and facsimile also as noted in Exhibit A, provided all payments in the aggregate shall not exceed \$10,000. Each Contractor hereby commits to provide funding as set forth below. If the project costs are less than \$10,000, the Contractors agree to fund the expenses at the following percentages:

(a)	Benton County	\$3,333.00 (33.33%)
(c)	Benton Rural Electric Association	\$3,333.00 (33.33%)
(d)	City of West Richland	\$1,667.00 (16.66%)
(3)	City of Benton City	<u>\$1,667.00 (16.66%)</u>
	TOTAL	\$10,000.00

3.0 ADMINISTRATION

3.1 This Agreement shall be administered by the West Richland City Mayor or his designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing progress reports every two weeks during the term of the study to the elected officials of each Jurisdiction;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities;
- (d) Circulation to each jurisdiction a draft Economic Impact Analysis Report, incorporate comments received from the jurisdiction and circulate the final I 82 Interchange Economic Impact Analysis Report to each jurisdiction;

- 3.2 Billing. One statement will be submitted to each of the funding partners within 30 days of project completion;
- 3.3 Duration of project: 60 days. Completion of the study in a timely manner will depend upon jurisdictions providing information for the study within requested deadlines. Delays caused by one or more of jurisdictions will impact completion of the study within the 60-day period.
- 3.4 A final electronic copy and (5) print copies will be provided to jurisdictions. A final in-person presentation will be made available.

4.0 CITY OF WEST RICHLAND RESPONSIBILITIES TO CONSULTANT

In consideration of the Consultant's satisfactory performance of the responsibilities set forth herein, the City of West Richland shall compensate and/or reimburse the expenses of the Consultant as follows:

- 4.1 Total compensation and/or reimbursement of Consultant expenses will not exceed \$10,000.

4.2 The City of West Richland shall compensate the Consultant within thirty (30) days receipt of a properly executed Personal or Professional Services Claims Form and/or invoice.

4.3 All payments for compensation and/or expenses to the Consultant shall be conditioned upon the Consultant submission of appropriate forms and/or invoices which support the performance for which payment is requested. Approval of all compensation claims shall be conditioned upon the Consultant's performance of responsibilities stated in paragraph 1.0 to the satisfaction of the City of West Richland, provided that such approval shall not be unreasonably withheld.

4.4 Except as expressly provided herein, all expenses necessary to the Consultant's satisfactory performance of the contract shall be borne in full by the Consultant.

4.5 Any date specified herein for payment(s) to the Consultant shall be considered extended as necessary to process and deliver a City of West Richland warrant for the amount(s).

5.0 PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

6.0 INDEPENDENT CONSULTANT / STATUS OF CONSULTANT

Consultant and Consultant's employees and agents shall perform all duties pursuant to this Contract as an independent Consultant. The Contractors shall not control or supervise the manner in which this Contract is performed nor withhold or pay any taxes on behalf of Consultant or Consultant's employees or agents. Personal liability insurance is the responsibility of the Consultant, and shall not be provided by the Contractors.

Consultant certifies they are customarily engaged in the business for which this Contract is written, that they are responsible for filing a schedule of expenses with the Internal Revenue Services on the next applicable filing date, that they have established an account with all state agencies requiring such registration or license and that they are maintaining a separate set of books and records reflecting items of income and expense for their business.

7.0 INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Consultant or Consultant's employees or agents' performance or failure to perform duties pursuant to this Contract shall be Consultant's sole obligation, and Consultant shall defend, pay costs of defense, indemnify and hold harmless the Contractors and the Contractors' employees and agents in full for any and all such acts or failures to act on the part of Consultant or Consultant's employees or agents. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, documents an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

8.0 DRUG FREE WORKPLACE

Consultant and Consultant's employees or agents shall perform all duties pursuant to the Contract in compliance with the intent of the Contractors' drug free workplace policy and hereby acknowledges receipt to this policy as of the date this contract is signed.

9.0 CRIMINAL ACTIVITY

The Consultant and Consultant's employees or agents shall perform all duties pursuant to the Contract without conviction of any crime against persons, nor be found in any dependency action by a court in a domestic relations proceeding or in any disciplinary board final decision to have sexually assaulted or exploited any minor.

The Consultant shall ensure that the Consultant and Consultant's employees or agents have unsupervised access to children in the performance of this agreement have no prior conviction civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, the Consultant shall require that the Consultant and Consultant's employees or agents who have regularly scheduled unsupervised access to children are fingerprinted and checked through the Washington State Patrol (WSP) criminal identification system, prior to performing services under this Contract.

10.0 TERMINATION

10.1 This contract may be terminated by the City of West Richland's Mayor (on behalf of the Contractors) at any time, with or without reason, upon written notification thereof to the Consultant. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Consultant as of midnight of the second day following the date of its posting in the United States mail—addressed as first noted herein—in the absence of proof of actual delivery to and receipt by Consultant by mail or other means at an earlier date and/or time.

10.2 In the event of termination by the City of West Richland, Consultant shall be entitled to an equitable pro ration of the total compensation provided for herein for uncompensated services which have been performed as of the date of termination of this agreement.

11.0 VERBAL AGREEMENTS

This written contract constitutes the mutual agreement of Consultant and the Contractors in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

12.0 APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Benton County, Washington.

The Consultant shall comply, where applicable, with the Contract Work Hours and safety Standards Act and any other applicable Federal and state statutes, rules and regulations.

The Consultant and Consultant's employees or agents shall inform the City of West Richland, in writing and prior to performing any services under this Contract, if the Consultant's employees or agents are past or present Washington State employees. Written notification shall include the individual's name, social security number, date(s) of employment and last employer.

13.0 NONDISCRIMINATION

No person shall, on the grounds of age, race, creed, color, national origin, sex or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activity performed pursuant to this Contract.

14.0 ETHICAL CONDUCT

Neither the Consultant nor any employee or agent of the Consultant shall participate in the performance of any duty pursuant to this Contract in which duty such person has participated as an employee of the Contractors and the Consultant shall ensure there are no violations of Chapter 42.23 RCW, Code of Ethics for Municipal Officers – Contract Interests.

Neither the Consultant nor any employee or agent of the Consultant shall participate in the performance of any duty or service in whole or in part under the Contract that is in violation of the Ethic in Public Service law in RCW 41.06.250 prohibiting the use of public resources for political activities.

15.0 DISPUTES

Notice of potential disputes between the Consultant and the City of West Richland (on behalf of the Contractors) on the interpretation of the content of this Contract or any appendices must be served in writing to the other party to this Contract. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to the West Richland City Council, whose decision shall be final.

16.0 OWNERSHIP OF WORK PRODUCTS

Data which originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Contractors. Data shall include, but not be limited to, reports, documents, pamphlets, articles, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes ownerships of all intellectual concepts and properties embodied in data, the right to copyright, patent or register data, and the right to transfer ownership of data.

This section shall not be construed to grant ownership to the Contractors materials that were not originated under this Contract. Materials generated prior to the beginning of this Contract and/or not originated under this Contract are not owned by the Contractors.

17.0 COPYRIGHT

The Consultant shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to the Contractors, as discussed in the previous section.

18.0 RECORDS, DOCUMENTS AND REPORTS

The Consultant shall maintain books, records, documents and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review or audit by personnel duly authorized by law, rule, regulation or contract. These records will be available in order to make audit examinations, excerpts and transcripts. The Consultant shall retain all books, records, documents and other materials relevant to this Contract for six (6) years after settlement and make them available for inspection by persons authorized under this provision.

19.0 EFFECTIVE DATE-DURATION

This Contract shall commence when signed by all parties, and shall terminate at midnight on the 60th day after that commencement date; with the exceptions of Section 7.0 (Indemnification), Section 16.0 (Ownership of Work Products) and Section 18.0 (Records, Documents and Reports) which shall continue to bind the parties, their heirs and successors. The Consultant shall be allowed a reasonable extension of time upon the existence of a reasonably unforeseen

circumstance not caused by any act or failure to act of the Consultants, which renders the timely completion of the services impractical.

IN WITNESS WHEREOF, the Consultant and Contractors have executed this Contract.

CONSULTANT

W. Clark
BY
W. Clark Worth
President
TITLE

May 26, 2009
DATE

SOCIAL SECURITY # _____
OR
IRS TAX ID # 93-0788431

Washington State Department of Revenue
UNIFIED BUSINESS IDENTIFIER # 601-698-691

INCORPORATED?
(Please circle one answer)

YES NO

THE CITY OF WEST RICHLAND

Paul Bond
BY

Mayor Pro Tem
TITLE

5-4-09
DATE

THE CITY OF BENTON CITY

Stacy R. Chambers
BY

Mayor
TITLE

5-6-09
DATE

BENTON COUNTY

Max E Benitz
BY

Anna Meyer
CLERK TO THE BOARD

Chairman
TITLE

5-18-09
DATE

APPROVED AS TO FORM

BENTON RURAL ELECTRIC ASSOCIATION

Bruce Eitel (BRUCE EITEL)
BY

MEMBER SERVICES MANAGER
TITLE

5/18/09
DATE

All of the above certify that he/she/they are the Consultant and Contractors identified herein, or person duly qualified and authorized to bind the Consultant and Contractors so identified in the foregoing Contract.

W

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND EMPLOYMENT SECURITY DEPARTMENT FOR PROGRAM YEAR 2009/10 IN THE AMOUNT OF \$341,919 FOR DISLOCATED WORKER SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Employment Security Department for the WIA Dislocated Worker Services for PY09/10; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract between the WDC and Employment Security Department, in the amount of \$341,919.00 for Dislocated Worker Services, effective July 1, 2009 through June 30, 2010, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

T. Kopf

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT**
CFDA #17.260 BF-WDC Contract No.S-PY09/10-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, 2009, regardless of the date of execution, and be completed on June 30, 2010, 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, 2009, may not exceed \$102,227, and the total amount of payments under this contract is limited to and may not exceed \$341,919. 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

Michael M. Mann 9-14-09
Executive Director Date

FOR THE CONTRACTOR

Signature Date

Title

Received & Reviewed:

Chairman, Benton Co. Commissioners Date

Approved as to form:

Ryan Brown 9/14/09
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 CC. 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. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

Z. CLEAN AIR ACT

The Contractor shall comply with all applicable standards. Orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

AA. 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).

BB. 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).

CC. 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 30 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.

DD. 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 EE 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. DISALLOWED COSTS

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

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

NN. 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.”

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, eligible 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 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. 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.

G. 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.

H. 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.

I. 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 2009/2010:

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%

J. 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.

	2009 September	2009 December	2010 March	2010 June
Enrollments				
Carry-ins	65	65	65	65
New Enrollments	30	50	75	110
Cumulative Total	95	115	140	175
Exits				
Carry-ins	12	20	49	65
New Enrollments	13	21	55	90
Cumulative Total	25	41	104	155

EXHIBIT C - BUDGET

CONTRACTOR: Employment Security Department
PROGRAM TITLE: WIA Dislocated Worker
PROGRAM YEAR: PY09/10

EFFECTIVE DATE: 7/1/2009

Budget Line Item	Total
Salaries & Benefits	\$ 198,761
Other Direct Costs	\$ 8,665
Direct Participant Costs	\$ 120,000
Indirect Costs	\$ 14,493
Total	\$ 341,919

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* sub recipients 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

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND COLUMBIA INDUSTRIES FOR PROGRAM YEAR 2009/10 IN THE AMOUNT OF \$402,351 FOR ADULT SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Columbia Industries for the WIA Adult Services for PY09/10; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract between the WDC and Columbia Industries, in the amount of \$402,351.00 for Adult Services, effective July 1, 2009 through June 30, 2010, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

T. Kopf

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT**
CFDA #17.258 BF-WDC Contract No.S-PY09/10-Adult

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, 2009, regardless of the date of execution, and be completed on June 30, 2010, 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, 2009, may not exceed \$56,288, and the total amount of payments under this contract is limited to and may not exceed \$402,351. 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

Michelle M. Mann 9-14-09
Executive Director Date

Signature Date

Title

Received & Reviewed:

Approved as to form:

Chairman, Benton Co. Commissioners Date

Ryan Brown 9/11/09
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 CC. 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. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

Z. CLEAN AIR ACT

The Contractor shall comply with all applicable standards. Orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

AA. 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).

BB. 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).

CC. 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 30 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.

DD. 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 EE 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. DISALLOWED COSTS

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

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

NN. 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 Foeppel, 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.”

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 eligible, low income as defined in WIA Section 101(25) 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. 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.

G. Sub-Contract with Washington State Employment Security Department

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

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 client services 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 Benton-Franklin Workforce Development Council's negotiated State and Federal Adult performance measures for Program Year 2009/2010 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%

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.

Enrollments (cumulative)	2009 September	2009 December	2010 March	2010 June
Carry-ins	50	50	50	50
New Enrollments	8	38	64	75
Cumulative Total	58	88	114	125
Exits				
Cumulative Total	25	30	40	107

EXHIBIT C - BUDGET

CONTRACTOR: Columbia Industries
PROGRAM TITLE: WIA Adult
PROGRAM YEAR: PY 09/10

EFFECTIVE DATE: 7/1/2009

Budget Line Item	Total
Salaries & Benefits	\$ 160,157
Other Direct Costs	\$ 27,934
Direct Participant Costs	\$ 136,047
Indirect Costs	\$ 78,213
Total	\$ 402,351

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* sub recipients 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

RESOLUTION

Y

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES EMPLOYMENT & TRAINING FOR PROGRAM YEAR 2009/10 IN THE AMOUNT OF \$203,536 FOR IN-SCHOOL YOUTH SERVICES AND \$203,537 FOR OUT-OF-SCHOOL YOUTH SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services Employment & Training for the WIA In-School Youth and Out-of-School Services for PY09/10; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract between the WDC and Career Path Services Employment & Training, in the amounts of \$203,536 and \$203,537 for In-School Youth and Out-of-School Youth Services respectively, effective July 1, 2009 through June 30, 2010, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

T. Kopf

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT**
CFDA #17.259 BF-WDC Contract No.S-PY09/10-Youth

This contract is between Career Path Services Employment & Training 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, 2009, regardless of the date of execution, and be completed on June 30, 2010, 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 may not exceed the amount listed below. These amounts may only be increased or shifted between line items through a written, signed contract modification executed by both parties to this contract, unless such modification is the result of a unilateral modification by the BF-WDC.

WIA I-B In-School Youth Program.....	\$203,536
WIA I-B Out-of School Youth Program.....	\$203,537

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

Michelle M Mann 9-14-09
Executive Director Date

Signature Date

Title

Received & Reviewed:

Approved as to form:

Chairman, Benton Co. Commissioners Date

Ryan Brown 9/11/09
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 CC. 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. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

Z. CLEAN AIR ACT

The Contractor shall comply with all applicable standards. Orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

AA. 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).

BB. 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).

CC. 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 30 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.

DD. 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 EE 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. DISALLOWED COSTS

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

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

NN. 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
10 N. Post St., Suite 200
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.”

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 eligible 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 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.

C. 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

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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).

K. 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)

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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 2009/2010:

<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%

R. 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.

	September	December	March	June
In-School Youth	2009	2009	2010	2010
Carry-in Registrations	51	51	51	51
New Registrations	0	5	11	11
Total Registrations	51	56	62	62
Total Exits	8	22	36	37

	September	December	March	June
Out-of-School Youth	2009	2009	2010	2010
Carry-in Registrations	73	73	73	73
New Registrations	0	3	7	7
Total Registrations	73	73	80	80
Total Exits	12	34	38	48

In-School Youth WBL Activity – ½ Credit	PY09/10 Plan
Enrolled in Summer WBL Activities	10
Total Completing Summer Requirements	8
Percentage Achieving ½ Credit on Transcript	80%

EXHIBIT C - BUDGET

CONTRACTOR: Career Path Services
PROGRAM TITLE: In-School & Out-of-School Youth
PROGRAM YEAR: PY 09/10

EFFECTIVE DATE: 07/01/09

IN-SCHOOL YOUTH

Budget Line Item	Total
Salaries & Benefits	\$ 120,467
Other Direct Costs	\$ 10,433
Direct Participant Costs	\$ 52,282
Indirect Costs	\$ 20,354
Total	\$ 203,536

OUT-OF-SCHOOL YOUTH

Budget Line Item	Total
Salaries & Benefits	\$ 120,467
Other Direct Costs	\$ 10,433
Direct Participant Costs	\$ 52,283
Indirect Costs	\$ 20,354
Total	\$ 203,537

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* sub recipients 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

9:05

AGENDA ITEM	TYPE OF ACTION NEEDED	
MTG. DATE: Sept. 21, 2009	Execute Contract	Consent Agenda
SUBJECT: Ord. Amend. to BCC 3.26 Flood Damage Prevention Ordinance	Pass Resolution X	Public Meeting X
MEMO DATE: Sept. 14, 2009	Pass Ordinance X	1st Discussion
Prepared By: Donna Hutchinson	Pass Motion X	2nd Discussion
Reviewed By: Terry A. Marden	Other	Other

BACKGROUND INFORMATION

Ted Olson of the Washington State Department of Ecology completed a community assistance visit for the Federal Emergency Management Agency (FEMA) on April 15, 2009. Attached is a copy of the letter and report that Mr. Olson sent in response to his visit. The report noted several items that must be updated in the Benton County Flood Damage Prevention Ordinance in order to for Benton County to stay in compliance with the FEMA requirements. Attached to this memo is a draft ordinance that responds to Mr. Olson's comments.

One comment of Mr. Olson's that was not addressed in the attached ordinance is the addition of a definition for "Substantial Damage". After reviewing the issue with FEMA, it was determined that a definition of "Substantial Damage" was not needed in the ordinance. Several other areas of the ordinance were also modified to update the ordinance. Attached for your review is the Planning Commission record and proposed ordinance amendment.

The Benton County Planning Commission held a public hearing on April 19, 2005 and after review and discussion made a recommendation for approval to the Board of County Commissioners.

SUMMARY

This ordinance is being amended per Mr. Olson's report to comply with FEMA Requirements.

RECOMMENDATION

The Benton County Planning Department recommends that the Board of County Commissioners review the Planning Commission record and make a motion to adopt the proposed amendments.

FISCAL IMPACT

None

MOTION

At the conclusion of the public meeting, the Board will need to make a motion adopting the Planning Commission Findings of Fact as your own, approving the resolution and adopting

20:19

the ordinance amendments to BCC 3.26.

EXHIBITS:

The following are attached to this report (Exhibit A):

Exhibit B Planning Commission Findings & Recommendation dated August 19, 2009

Exhibit C The Planning Commission Record consisting of:

Staff Exhibit No. 1: Staff Memo to the Planning Commission dated July 29, 2009

Staff Exhibit No. 2: Letter from Theodore M. Olson, Washington State Department of Ecology, dated April 17, 2009.

Staff Exhibit No. 3: Federal Emergency Management Agency Community Visit Report dated December 14, 2004.

Staff Exhibit No. 4 Public Hearing Notice dated July 24, 2009 and published in the Tri-City Herald on July 30, 2009.

Staff Exhibit No. 5: Draft Ordinance amending BCC 3.26.

Staff Exhibit No. 6: Environmental Determination for the draft ordinance (EA 09-35) dated July 22, 2009.

Staff Exhibit No. 7: Environmental Checklist for the draft ordinance (EA 09-35)

Staff Exhibit No. 8 Comments from Benton County Public Works dated 7/24/09

Staff Exhibit No. 9 Letter from Sunnyside Valley Irrigation District dated July 30, 2009

Staff Exhibit No. 10 Letter from Dept. of Ecology dated August 5, 2009

BENTON COUNTY PLANNING COMMISSION
Reasons for Action, Findings of Fact and Analysis
of Factors Considered Controlling

I. INTRODUCTION

In the Matter of: County Planning, ORDINANCE AMENDMENT BCC CHAPTER 3.26 - Relating to the flood damage prevention, amending Ordinance 419, Section 2, and BCC 3.26.040; amending Ordinance 224, Section 2, Ordinance 230, Section 3, Ordinance 419, Section 4 and BCC 3.26.080; and amending Ordinance 208, Section 15, Ordinance 419, Section 7 and BCC 3.26.150. Amending the definition for "Substantial Improvement" to include wording regarding safety code specification that has been previously identified by a local code enforcement official. Adding wording to require nonresidential construction be elevated to one foot or more above the base flood elevation or be floodproofed so that one foot or more above the base flood level the structure is watertight.... Amending BCC 3.26.150 - Review of Construction or Development Projects, to add the words "through the Flood Insurance Study, FIRM or BCC 2.26.150" in regards to information that must be obtained and adding wording relating to verifying and recording the actual elevation to which the structure was floodproofed.

The following Planning Commission members were in attendance: Martin Sheeran, Lloyd Coughlin, Rick Giberson, Faye Nelson and James Wetzel. All persons desiring to speak for or against, or in relation to the proposed ordinance(s) and amendment(s) were given full and complete opportunity to be heard. The Planning Commission is now satisfied that this matter has been sufficiently considered.

Therefore, the Benton County Planning Commission hereby makes and enters the following:

- A. Legal notification was given on July 2, 2009. The public hearing was conducted on August 11, 2009.
- B. The proposed ordinance(s) and amendment(s) is found to be in conformance with the intent of the Benton County Comprehensive Plan.
- C. Written and oral testimony have indicated the following concerning the proposed ordinance(s) and amendment(s): Neither
- D. The record and testimony **does** establish the need for the proposed ordinance(s) and amendment(s) as it was required by the Dept. of Ecology for FEMA Compliance and that it would be in the best interest of the public to require the first floor elevation to be elevated to one foot or more above base flood elevation.
- E. S.E.P.A. - The Planning Commission has determined that ordinance amendments meet the requirements of the State Environmental Policy Act as a Determination of Non Significance was issued on July 22, 2009.
- G. The record indicates the approval of the proposed ordinance(s) and amendment(s) would be in the public interest.
- H. The Planning Commission has received a staff memo that includes the record of the Planning Commission, various issues, findings and information and agrees with the information found

in the staff memo.

MOTION

It was moved by Rick Giberson, seconded by Faye Nelson, that the chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for **approval** of the proposed ordinance amendments relating to ORDINANCE AMENDMENT BCC CHAPTER 3.26 - Relating to the flood damage prevention, amending Ordinance 419, Section 2, and BCC 3.26.040; amending Ordinance 224, Section 2, Ordinance 230, Section 3, Ordinance 419, Section 4 and BCC 3.26.080; and amending Ordinance 208, Section 15, Ordinance 419, Section 7 and BCC 3.26.150. Amending the definition for "Substantial Improvement" to include wording regarding safety code specification that has been previously identified by a local code enforcement official. Adding wording to require nonresidential construction be elevated to one foot or more above the base flood elevation or be floodproofed so that one foot or more above the base flood level the structure is watertight.... Amending BCC 3.26.150 - Review of Construction or Development Projects, to add the words "through the Flood Insurance Study, FIRM or BCC 2.26.150" in regards to information that must be obtained and adding wording relating to verifying and recording the actual elevation to which the structure was floodproofed that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight. The motion passed with all members in attendance voting in favor of the motion.

THESE FINDINGS and decision are presented as true and complete this 19th day of August 2009.



MARTIN SHEERAN, Chairman
BENTON COUNTY PLANNING COMMISSION

9:15

AGENDA ITEM: MTG. DATE: September 21, 2009 SUBJECT: SV-09-01 – Vacation of the 20 ft drainage esmt on Lot 19 of Badger View Estates Memo date: September 9, 2009 Prepared By: Clark A. Posey Reviewed By: Michael Shuttleworth	TYPE OF ACTION	Consent Agenda
	NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Public Hearing X 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

The final plat of Badger View Estates was recorded on May 21, 2007. The plat included a 20-foot drainage easement running Northeasterly through lot 19 and 20 of Badger View Estates. On August 12, 2009, the Benton County Planning Department received a Subdivision Vacation Application from Craig Barney to vacate that portion of the 20-foot drainage easement, located on lot 19.

Affected agencies have been contacted regarding this vacation and of those that have responded, the Benton Franklin District Health Dept. and the Public Works Department have recommended denial because eliminating the swale may cause runoff problems and development to the north could see increased runoff. The Public Works Department has recommended denial unless a realignment plan is submitted and approved by their office and a new easement provided for the realigned drainage way. The Benton County Building Department will need to be contacted prior to filling the drainage to determine requirements for building on fill see their comments attached to this memo. The other agencies that responded did not have problems with vacating the easement. The public hearing notice was published on September 10, 2009.

SUMMARY

Benton County has received an application requesting the vacation of a 20-foot drainage easement running Northeasterly through lot 19 of Badger View Estates. Elimination of this drainage easement could cause runoff problems, especially if the property to the north is developed. The Board of County Commissioners has scheduled a public hearing for September 21, 2009 at 9:15 a.m. Third Floor, Courthouse, Prosser WA

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conduct a public hearing and based on the testimony received, either approve or deny the request to vacate the 20 foot drainage easement running Northeasterly through Lot 19 of Badger View Estates. Based on the information received thus far, the Planning Department supports the comments of the Public Works Department and recommends denial of the request.

FISCAL IMPACT None

MOTION

The Benton County Planning Department recommends the following motion: The Board of County Commissioners deny the vacation of the 20 foot drainage easement that runs Northeasterly through Lot 19 of Badger View Estates.

If the Board of County Commissioners approves the request then the motion should be conditioned on the applicant providing the Benton County Public Works Dept. with a realignment plan that is stamped by a registered engineer. That the applicant provide the Benton County Planning Department with a copy of the Benton County Department of Public Works approval for the realignment plan and that the landowner records a new easement for the realigned drainage way that has been approved by the County Engineer. That the applicant provide the Benton County Planning Department with a copy of the recorded document, prior to the signing of the resolution by the Board of County Commissioners.

9:25

AGENDA ITEM: MTG. DATE: Sept. 21, 2009 MEMO. DATE: Sept. 10, 2009 SUBJECT: Short Plat Vacation - SPV 09-03, John & Belynda Baker Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On January 20, 1984, Short Plat 1378 was recorded which created 4 lots. The recorded short plat included note #2, which limited access from lots 3 and 4 onto River Road to their common lot line. The note was an original condition of short plat 1378. John and Belynda Baker owners of lots 2, 3 and 4 of Short Plat 1378, have submitted an application requesting that the portion of note #2 that limits access from lot 3 be vacated off the face of the short plat.

Property owners of the lots within the short plat and owners of property within 300 feet of the outer perimeter of lots 2 through 4 of short plat 1378 have been notified. All concerned agencies such as the Health Department, Benton County Engineer, Benton County Fire Marshal and effected utility companies have been notified of this proposal. Attached are the comments submitted relating to this application.

The Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice for application SPV 09-03 was published on September 10, 2009 and the public hearing is scheduled for September 21, 2009, at 9:25 a.m., third floor, Courthouse, Prosser.

SUMMARY

Benton County has received an application requesting the vacation of a portion of note #2 limiting the access onto River Rd. for lot 3. The Board of County Commissioners is scheduled to conduct a public hearing on September 21, 2009, at 9:25 am.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends that the proposed vacation of the portion of note #2 limiting access for lot 3 be approved.

MOTION

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approves the vacation of that portion of note #2 limiting access for lot 3 of short plat 1378 in a portion of Section 31 of Township 10 North, Range 27 East, W.M. Note #2 should be changed to read as follows: "Access to lot 2 is limited to the north property line and access for lot 4 is limited to the north property line."

9:35

AGENDA ITEM: MTG. DATE: September 21, 2009 SUBJECT: SPV-09-04 – Vacation of Lot Lines in SP # 1632 Memo date: September 9, 2009 Prepared By: Clark A. Posey Reviewed By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

Short Plat #1632 was recorded on June 24, 1988 which created 2 lots, The Port of Benton purchased the property adjoining the west end of the Prosser Airport, on December 12, 1989. On August 18, 2009, the Benton County Planning Department received a Short Plat Vacation Application from The Port of Benton to vacate the lot lines created in Short Plat #1632 in Section 3, Township 8 North, Range 24, E.W.M

Various agencies have been contacted regarding this vacation, the Sunnyside Valley Irrigation District is the only entity that had comments and they are attached. The other agencies that responded had no comments with vacating the lot lines created in Short Plat #1632 and leaving the easements associated with the short plat.

The Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice was published on September 10, 2009 and the public hearing is scheduled for September 21, 2009 at 9:35 a.m., third floor, courthouse, Prosser, WA.

SUMMARY

Benton County has received an application requesting the vacation of the Lot Lines contained in Short Plat #1632 while leaving the easements created when Short Plat #1632 was recorded.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends approval of the request.

FISCAL IMPACT

NONE

MOTION

The Benton County Planning Department recommends the following motion: The Board of County Commissioners approve the Short Plat Vacation application, File #SPV 09-04 that will vacate the lot lines established between lots 1 and 2 in Short Plat #1632. All easements created within Short Plat #1632 dated June 24, 1988 shall remain in effect.