

Jerome Delvin  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

**AMENDED**

**AGENDA**

**BOARD OF BENTON COUNTY COMMISSIONERS**

**Regular Board Meeting**

**Tuesday, September 20, 2016**

**Benton County Courthouse, Prosser, WA**

**9:00 AM**      **Call to Order**  
**Approval of Minutes**  
    ❖ **September 13, 2016 Board Meeting**

**Review Agenda**

**Consent Agenda**

**Coroner**

a. Line Item Transfer, Fund No. 0000-101, Dept. 109

**Facilities**

- b. Payment Authorization to ABC Fire Control, Inc. for Inspection Services
- c. Notice of Lowest Bidder for WSU Tenant Improvement Project to Booth & Sons Construction
- d. Contract w/Kone, Inc. for Elevator Maintenance
- e. Line Item Transfer, Fund No. 0305-101, Dept. 000

**Human Services**

- f. Contract Termination w/ABM Janitorial Services for Crisis Response
- g. Contract Termination w/Netsmart Technologies
- h. Copier Contract w/Pacific Office Automation Inc.
- i. Agreement w/Community Action Committee for Ten-Year Homeless Housing Plan

**Information Technologies**

j. Line Item Transfer, Fund No. 0502-101, Dept. 000

**Juvenile**

- k. Truancy Contract w/Finley School District
- l. Truancy Contract w/Prosser School District
- m. Line Item Transfer, Fund No. 0115-101, Dept. 173

**Prosecuting Attorney**

- n. Grievance Arbitration Settlement Agreement and Release
- o. Agreement w/CI Information Management for Document Imaging Services
- p. Line Item Transfer, Fund No. 0000-101, Dept. 117

**Public Works**

- q. Purchase of Radio Equipment from dbSpectra
- r. Transfer of Permits for the Matheson Pit
- s. Purchase of Radio Equipment from Telewave, Inc.
- t. On-Site Cummins Engine & Control Systems Training w/ Cummins Northwest
- u. Payment to Valley Marine for Sheriff Department's Boat Engine Computer Repair
- v. Contract to D & D Tri-Rivers Excavating, Inc for Hanks Road Drainage Project
- w. Line Item Transfer, Fund No. 0101-101, Dept. 500

**Sheriff**

- x. Line Item Transfer, Fund No. 0000-101, Dept. 121
- y. Line Item Transfer, Fund. No. 0000-101, Dept. 125
- z. Contract w/Jiffy Car Wash, Inc. for Washing & Cleaning Vehicles
- aa. Contract w/Signs & Wonders, Inc. for Custom Vehicle Decals & Signs
- bb. Amended Contract #1 w/Chong Bak Dry Cleaning & Laundry Services
- cc. Contract w/Psychological Consultants, Inc. for Psychological Evaluations
- dd. Contract w/Watch System LLC for Management of Location of Sex Offenders

**Workforce Development Council**

- ee. Contract w/Career Path Services for Adult Services
- ff. Contract w/Career Path Services for Youth Services
- gg. Contract w/Career Path Services for Dislocated Worker Services for 2015/2016
- hh. Contract w/Career Path Services for Dislocated Worker Services for 2016

**Scheduled Business**

Presentation by Integrus on Mental Health Jail Addition ~ F Bowen

Switzler Reservoir Project Discussion ~ A Fyall

Yakima Basin Integrated Plan Discussion ~ A Fyall

Noxious Weed Board Budget Discussion ~ V Reeve

Assignment of Lease Agreement to Our Lady of Lourdes ~ K Sullivan

2017 1-Year Road Program ~ M Rasmussen

Partnerships ~ Commissioner Beaver & A Fyall

**Unscheduled Visitors**

**Other Business**

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
Tuesday, September 13, 2016, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Shon Small  
Commissioner Jerome Delvin  
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 Kelty; Adam Fyall, Sustainable Development Manager; County Engineer Matt Rasmussen; Assistant County Engineer Robert Blain; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Auditor Brenda Chilton; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; DPA Ryan Lukson; Margaret Ault, PA's Office; Financial Analyst Paul Schut; Public Services Administrator Fred Bowen.

Approval of Minutes

The Minutes of August 30, 2016 were approved.

Review Agenda

An additional executive session to discuss litigation was added to the agenda.

Consent Agenda

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

Auditor

- a. Surplus of Personal Property

Commissioners

- b. Payment Authorization for Peer Review Meeting of Mental Health Wing Addition @ the Jail
- c. A Time of Remembrance Proclamation

Facilities

- d. Bid Award to M.G. Wagner Co. Inc. for Roof Replacement Project

Fairgrounds

- e. Amended Contract #1 w/CKJT Architects for Engineering Services; Amending Res 2016-539

- f. Line Item Transfer, Fund No. 0124-101, Dept. 000

**Human Services**

- g. Amended Agreement #3 w/Children's Developmental Center for Disabilities Services
- h. Amended Agreement #3 w/Columbia Industries for Disabilities Services
- i. Amended Agreement #3 w/The Arc of Tri-Cities for Disabilities Services
- j. Amended Agreement #4 w/BF Community Action Committee for Emergency Solutions Grant Services
- k. Amended Agreement #2 w/Sharon Adolphsen for Parent Coalition Services
- l. Amended Agreement #3 w/Goodwill Industries of the Columbia
- m. Veterans Assistance Fund Policies & Procedures; Rescinding Resolution 07 002
- n. Amended Agreement #3 w/Service Alternatives, Inc. for Disabilities Services
- o. Amended Agreement #3 w/Ambitions Community Support Services for Disabilities Services
- p. One-Time Payment to Relias Learning LLC for eLearning Services

**Information Technologies**

- q. Purchase of Four Getac Extreme Tablets & Warranties from PCS Mobile for Patrol Vehicles
- r. Purchase of Barracuda Email Security Gateway Appliances & Warranty from Leverage Information Systems

**Juvenile**

- s. Amended Contract #2 w/Aramark Correctional Services for Food Services
- t. Truancy Contract w/Kiona-Benton School District
- u. Truancy Contract w/Richland School District
- v. Agreement w/State of WA Administrative Office of the Courts for Becca Services
- w. Guest Speaker Contract w/D Wavra for Case Management Assessment Process Training
- x. Purchase of 2014 Ford Econoline 15 Passenger Van from McCurley Integrity Dealerships
- y. Line Item Transfer, Fund No. 0000-101, Dept. 138

**Personnel**

- z. Participating Agreement w/United Employees Benefit Trust for Juvenile Detention
- aa. Participating Agreement w/United Employees Benefit Trust for Courthouse Union

**Public Safety**

- bb. Line Item Transfer, Fund No. 0148-101, Dept. 106

**Public Works**

- cc. Line Item Transfer, Fund No. 0101-101, Dept. 500
- dd. Continued Service Agreement w/Guardian Security Systems, Inc for Alarm System Monitoring
- ee. Authorization for On-Site Motor Grader Training from Roadwise, Inc.
- ff. Setting Bid Date for CE 2010 SMP – Rachel & Leslie Roads to Clover Road
- gg. Contract w/D & D Tri-Rivers Excavating, Inc for Kennewick Annex Parking Lot
- hh. Contract w/Stripe Rite, Inc. for CE 2003 SMP Pavement Marking
- ii. Salary Request Statement

**Sheriff**

- jj. Solicitation of Bids for Jail Chemicals & Janitorial Supplies
- kk. Solicitation of Bids for Employee BDU Uniforms
- ll. Solicitation of Bids for Paper & Glove Supplies
- mm Solicitation of Bids for Inmate Supplies

- nn. Solicitation of Bids for Employee Class A Uniforms
- oo. Amended Contract #1 w/Psychological Consultants, Inc. for As Needed Evaluations
- pp. MOU w/Lourdes Counseling Center Mental Health Evaluations
- qq. MOU w/US Dept. of Justice for DEA Task Force
- rr. MOU Modification #2 w/United States Marshal for Joint Law Enforcement Operations
- ss. Salary Request Statement

**Treasurer**

- tt. Purchaser's Revised Commitment Letter for CRID No. 21; Amending Res No. 2016-626

**WTSC Agreement – Grant Funding for Traffic Safety Emphasis**

Lt. White via/video conference presented the Interagency Agreement between Benton County Sheriff's Office and WTSC for grant funding in the amount of \$8,500 for traffic safety emphasis patrol.

**MOTION:** Commissioner Beaver moved to authorize the Benton County Sheriff to sign the attached Interagency Agreement between BCSO and WTSC for grant funding in the amount of \$8,500 for traffic safety emphasis patrol. Commissioner Delvin seconded and upon vote, the motion carried.

**Document Management Agreement - CI Information Management**

Margaret Ault and Ryan Lukson presented information on the need for a document imaging contract with CI Information Management. Ms. Ault said prior to this year they were storing their files in the Health Department and unfinished area but they had since been moved to CI Storage Management and the cost for retrieval of the documents had been costly.

The recommendation was to have CI Management scan the older files located at their facility and use the scanning team at the Justice Center to scan the newer files located at the Justice Center for retrieval on a server located there.

There was a discussion regarding the retention of files and disposal years. Ms. Smith Kelty said this would be a one-time cost and was hopeful that all future documents in the PA's office would be scanned and available electronically.

Ms. Ault said if the Board agreed, they would put it on the consent agenda next week. The Board approved.

**Use of Jail Facilities Agreement with the Cities – Discussion**

Loretta Smith Kelty gave a Powerpoint presentation and discussed the following:

Billing Scenarios

- Current Billing w/Revenue Sharing and bed day rate
- Proposed
  - Revenue sharing/No Revenue sharing

- Percentage of Usage w/expenses

There was a discussion regarding the difference between using a bed day rate versus a percentage. Mr. Sparks said the current contract required they settle up at the end of the year with a percentage and not a bed day rate. He stated that with the percentage formula they would not have to settle up and everyone would be up to date on a monthly basis; he said they were billing on a budgeted bed day rate and not an actual bed day rate.

Commissioner Delvin asked Sheriff Keane (via/videoconference) if changing to a percentage would be easier with accounting and Sheriff Keane indicated it would be easier for the County and the Cities.

It was stated they started talking about this because the contracts were up at the end of the year so the Board needed to consider if it wanted to share revenue or percentages and did the County want to continue with contract prisoners.

- Financial/Operations
  - Looked at how many counties moved administration of the Jail from the Sheriff to the Commissioners: King, Chelen, Spokane, Yakima, Cowlitz and Walla Walla. Ms. Smith Kelty said they made the move based on a concept called “dual leadership”; when the Sheriff operated the jail but the Commissioners approved the budget there was a disconnect between the two departments.

Ms. Smith Kelty asked the Board to consider the following:

- Revenue sharing/No sharing
- Percentage of Usage *or* Bed Day rate/maintenance fee
- Staffing Study – Unbiased (to determine the true costs to operate the jail)

Sheriff Keane said they were looking at doing their own staffing study; there was a model by the National Institute of Corrections, but he didn't know if it would go into the detail that was needed and be unbiased. He said he also wanted to work with the Chiefs because they were seeing a trend with inmates interfering with medical professionals and this was an opportunity to review that issue as well.

Chairman Small said he thought the contracts were a good idea and wanted to continue with contracting for prisoners. Commissioner Delvin said he could see both sides of that issue but if they were going to contract for prisoners and share revenue, then they needed to share the liability. He said he was willing to sit in on negotiations with Ms. Smith Kelty, the Sheriff and the Cities. He said he didn't know he if he was ready to look at the Commissioners taking over administration; the other Board members agreed.

Chairman Small said he wanted to remind the public that the County had been a good partner in sharing, not only on this issue, but other issues as well.

Commissioner Beaver said he was in favor of contracts, at the right price. He said they had an operation to run and the jail was a fixed cost so the bed day rate was not variable.

The Board agreed that billing based on percentages was a good idea and also wanted to look at the tiered rate. The Board also agreed to move forward with a staffing study.

The Sheriff commented the County might want to study the mental health wing while it was looking at the tiered rate before it made a decision.

#### Revenue Sharing/Contracts Discussion

Mr. Sparks commented that the current state and federal contracts might be fine, but the Board should determine if the other contracts were beneficial. The Sheriff remarked that the revenue sharing should be a policy decision by the Board and not discussed in negotiations. Mr. Sparks said there was big contention that the County was not out selling beds but he did not feel it was the County's job to sell beds; it was the County's job to protect the county. He said the County paid 70% of the costs and they were looking at reducing costs as well.

#### Unscheduled Visitors

Derek Shook, Prosser, said he was requesting the Board to consider lifting the ban on growing medical marijuana in RL 5 zones and change the zoning to allow for medical marijuana growing. He discussed the state's requirements and said the County forgot to take into account the medical marijuana patients when they put in the ban.

Commissioner Delvin said he could see maybe having an exception for the medical growers and co-ops, however, he was not in favor of someone having several licenses and a large grow. Mr. Shook said that four licenses were allowed for a co-op and he was all about being transparent but because of the stigma it was difficult to get 104 people sign a petition and come and speak out.

Commissioner Delvin said the medical didn't come under the regulations until after the ban was put in place and he was in favor of having the Planning Department look at the rules and regulations.

Chairman said he was not sure about allowing four grows. Mr. Shook said the County could look at this as a way to help with budgeting issues and with less law enforcement on this issue, it could be used on other issues.

Commissioner Beaver said the majority of people who lived in this county said no and this was passed on by the State but they would take a look at it.

Mr. Shook said he was just asking the Board to see what the state was requiring and review this; he added that times have changed and we needed to change with the times.

## **Other Business**

Commissioner Delvin said they were interviewing economists on the integrated water plan and he would be back asking for the money.

Chairman Small said that Prosser Flip Flop Friday was a success and he was looking forward to the Justice Center Flip Flop Friday again this week.

Mr. Sparks commented that he received information from the Washington Policy Center that Lincoln County was going to open up its collective bargaining negotiations to the public.

The board recessed, reconvening at 10:18 a.m.

## **Executive Session – Pending Litigation**

The Board went into executive session at 10:18 a.m. for 12 minutes with DPA Ryan Brown to discuss pending litigation. Also present were David Sparks, Loretta Smith Kelty, and Cami McKenzie. The Board came out at 10:32 a.m. No decisions were made in executive session.

## **Executive Session – Discussion of a Public Employee**

The Board went into executive session at 10:32 a.m. with David Sparks to discuss the performance of a public employee for approximately 15 minutes. The Board came out at 10:52 a.m. No decisions were made in executive session.

## **Vouchers**

Check Date: 09/02/2016

Transfers #: 09021601-09021605

Total all funds: \$66,268.21

Warrants #: 144790-144850

Total all funds: \$683,831.63

Payroll Checks

Direct Deposit #: 116981-117581

Warrant #: 239896-239970

Total all funds: \$2,159,108.33

Payroll Deductions Transfers

Taxes #: 101160901-101160914

Total all funds: \$1,882,533.60

Payroll Deductions Warrants  
Warrants #: 144851-144865  
Total all funds: \$376,284.51

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

### **Resolutions**

- 2016-656: Surplus of Personal Property
- 2016-657: Payment Authorization for Peer Review Meeting of Mental Health Wing Addition @ the Jail
- 2016-658: A Time of Remembrance Proclamation
- 2016-659: Bid Award to M.G. Wagner Co. Inc. for Roof Replacement Project
- 2016-660: Amended Contract #1 w/CKJT Architects for Engineering Services; Amending Res 2016-539
- 2016-661: Line Item Transfer, Fund No. 0124-101, Dept. 000
- 2016-662: Amended Agreement #3 w/Children's Developmental Center for Disabilities Services
- 2016-663: Amended Agreement #3 w/Columbia Industries for Disabilities Services
- 2016-664: Amended Agreement #3 w/The Arc of Tri-Cities for Disabilities Services
- 2016-665: Amended Agreement #4 w/BF Community Action Committee for Emergency Solutions Grant Services
- 2016-666: Amended Agreement #2 w/Sharon Adolphsen for Parent Coalition Services
- 2016-667: Amended Agreement #3 w/Goodwill Industries of the Columbia
- 2016-668: Veterans Assistance Fund Policies & Procedures; Rescinding Resolution 07 002
- 2016-669: Amended Agreement #3 w/Service Alternatives, Inc. for Disabilities Services
- 2016-670: Amended Agreement #3 w/Ambitions Community Support Services for Disabilities Services
- 2016-671: One-Time Payment to Relias Learning LLC for eLearning Services
- 2016-672: Purchase of Four Getac Extreme Tablets & Warranties from PCS Mobile for Patrol Vehicles
- 2016-673: Purchase of Barracuda Email Security Gateway Appliances & Warranty from Leverage Information Systems
- 2016-674: Amended Contract #2 w/Aramark Correctional Services for Food Services
- 2016-675: Truancy Contract w/Kiona-Benton School District
- 2016-676: Truancy Contract w/Richland School District
- 2016-677: Agreement w/State of WA Administrative Office of the Courts for Becca Services
- 2016-678: Guest Speaker Contract w/D Wavra for Case Management Assessment Process Training
- 2016-679: Purchase of 2014 Ford Econoline 15 Passenger Van from McCurley Integrity Dealerships
- 2016-680: Line Item Transfer, Fund No. 0000-101, Dept. 138
- 2016-681: Participating Agreement w/United Employees Benefit Trust for Juvenile Detention
- 2016-682: Participating Agreement w/United Employees Benefit Trust for Courthouse Union
- 2016-683: Line Item Transfer, Fund No. 0148-101, Dept. 106
- 2016-684: Line Item Transfer, Fund No. 0101-101, Dept. 500

- 2016-685: Continued Service Agreement w/Guardian Security Systems, Inc for Alarm System Monitoring
- 2016-686: Authorization for On-Site Motor Grader Training from Roadwise, Inc.
- 2016-687: Setting Bid Date for CE 2010 SMP – Rachel & Leslie Roads to Clover Road
- 2016-688: Contract w/D & D Tri-Rivers Excavating, Inc for Kennewick Annex Parking Lot
- 2016-689: Contract w/Stripe Rite, Inc. for CE 2003 SMP Pavement Marking
- 2016-690: Solicitation of Bids for Jail Chemicals & Janitorial Supplies
- 2016-691: Solicitation of Bids for Employee BDU Uniforms
- 2016-692: Solicitation of Bids for Paper & Glove Supplies
- 2016-693: Solicitation of Bids for Inmate Supplies
- 2016-694: Solicitation of Bids for Employee Class A Uniforms
- 2016-695: Amended Contract #1 w/Psychological Consultants, Inc. for As Needed Evaluations
- 2016-696: MOU w/Lourdes Counseling Center Mental Health Evaluations
- 2016-697: MOU w/US Dept. of Justice for DEA Task Force
- 2016-698: MOU Modification #2 w/United States Marshal for Joint Law Enforcement Operations
- 2016-699: Purchaser’s Revised Commitment Letter for CRID No. 21; Amending Res No. 2016-626
- 2016-700: Authorizing the Sheriff to Sign Interagency Agreement Between Benton County Sheriff’s Office and WA State Safety Commission – Grant Funding

There being no further business before the Board, the meeting adjourned at approximately 10:52 a.m.

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Clerk of the Board

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Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: _____	Execute Contract _____	Consent Agenda _____
Subject: _____	Pass Resolution _____	Public Hearing _____
Prepared by: _____	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION:**

In mid-2016 the Coroner became ill and required two surgical procedures, then suffered a fall injuring a knee and requiring another surgery. Shortly after that there was an unexpected death in the family and as a result he has been away from the office for an extended period of time.

The staff at the office all worked extra hours to cover for the absent Coroner.

This drew down funds in the On-Call Pay and P.T. Deputy Coroner line items at an accelerated rate. All job functions of the Office were covered by these individuals.

Medical Insurance costs were underestimated and this account needs additional funds, however there have been savings in other areas. Funds will now be transferred from other accounts to cover the shortfall in Medical Insurance.

The Coroner now wishes to transfer funds from other accounts to allow these line items to remain at positive balances for the remainder of the year.

These transfers will mean the Coroner will not have to ask the County for any additional funds.

**SUMMARY:**

The Coroner asks to transfer funds within his own budget.

**RECOMMENDATION:**

The Commissioners pass this resolution.

**FISCAL IMPACT:**

This is "budget neutral" action.

# 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, DEPARTMENT NUMBER 109

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	4118	Autopsies	\$15,500	563.200	1443	P.T. Deputy Coroner	\$1,500
563.200	4503	Rentals - Office Equipment	\$2,000	563.200	1179	P.T. Deputy Coroner	\$3,500
563.200	2104	Retirement	\$15,000	563.200	1934	On-Call Pay	\$2,000
				563.200	2103	Medical Insurance	\$25,500
<b>TOTAL</b>				<b>TOTAL</b>			
<b>\$32,500</b>				<b>\$32,500</b>			

**Explanation:**

Transfer needed to pay Salaries, On-Call hours, and Medical Insurance. This amount is for current and future anticipated expenses.

Prepared by:

Date:

Approved  Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING PAYMENT TO ABC FIRE CONTROL, INC. FOR SERVICES PERFORMED TO INSPECT AND ASSESS FIRE SPRINKLER HEADS AS REQUIRED BY THE KENNEWICK FIRE DEPARTMENT**

**WHEREAS**, the Kennewick Fire Department noted several fire sprinkler heads in the Benton County Jail were either damaged, installed incorrectly, or missing parts, requiring Benton County to hire ABC Fire Control, Inc. to inspect and assess fire sprinkler heads located at the Benton County Jail and provide a repair estimate; and

**WHEREAS**, the inspection was outside the scope of the maintenance and repair contract with ABC Fire Control, Inc. (Resolution 2015-744); and

**WHEREAS**, ABC Fire Control, Inc. performed the walk-through and inspection on May 26, 2016 and made recommendations for repairs as required by the Fire Department for the total cost of \$851.10;

**NOW, THEREFORE, BE IT RESOLVED** the Board of Benton County Commissioners hereby authorizes payment to ABC Fire Control, Inc. in the amount of \$851.10 including WSST for services performed to inspect and assess fire sprinkler heads at the Benton County Jail as required by the Kennewick Fire Department.

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

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE WSU TENANT IMPROVEMENT PROJECT AT THE BENTON FRANKLIN HEALTH DISTRICT BUILDING TO BOOTH & SONS CONSTRUCTION, INC.**

**WHEREAS**, per Resolution 2016-516 the Board of Benton County Commissioners approved an architectural and engineering contract with Meier Enterprises, Inc. for the design and engineering of the WSU Tenant Improvement at the Benton Franklin Health District Building; and

**WHEREAS**, on September 7, 2016 representatives of Benton County and Meier Enterprises, Inc. received and opened five (5) bids as follows:

<b>Contractor</b>	<b>Base Bid</b>
Vincent Brothers Construction, Pasco, WA:	\$170,543.00
Industrial Constructors, Inc., Kennewick, WA:	\$163,200.00
Booth & Sons Construction, Inc., Richland, WA:	\$128,300.00
Cliff Thorn Construction, Inc., Richland, WA:	\$153,677.00
Banlin Construction, Kennewick, WA:	\$159,000.00

**WHEREAS**, the Public Services Administrator, Benton County Project Manager, and representatives of Meier Enterprises, Inc. reviewed the bid proposals and recommend award of the bid to Booth & Sons Construction Inc. as the lowest responsible bidder; **NOW, THEREFORE,**

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby concurs with the recommendation and awards the bid to Booth & Sons Construction Inc. for the WSU Tenant Improvement project at the Benton Franklin Health District Building and authorizes staff to prepare a contract between Benton County and Booth & Sons Construction Inc. to be placed on the agenda at a later date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

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

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 9-20-16	Execute Contract	<u>X</u>	Consent Agenda <u>X</u>
Subject: Contract award for KONE Elevator	Pass Resolution	<u>X</u>	Public Hearing _____
Prepared by: D. Waggoner	Pass Ordinance	_____	1st Discussion _____
Reviewed by:	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION / SUMMARY**

The Facilities Department is responsible for the maintenance and servicing of 16 elevators in various County buildings. This work is required to be performed by a certified elevator maintenance company.

Benton County Facilities solicited quotes from the MRSC Small Works Roster for Elevator Repair and Maintenance. Two vendors provided quotes as listed below:

KONE, Inc	Spokane Valley, WA. –	\$2,350.00 monthly, not including WSST
Thyssen-Krupp Elevator.	Spokane Valley, WA. –	\$4,062.00 monthly, not including WSST

Services will be provided at: Benton County Justice Center, Benton-Franklin Health District, and the Prosser Courthouse.

**RECOMMENDATION**

Approve the attached Resolution and Contract between Benton County and KONE, Inc.

**FISCAL IMPACT**

Total cost not to exceed \$90,000, including WSST and fees. Funding source will be Current Expense of the Facilities budget.

**MOTION**

Move to approve the attached Public Works contract between Benton County and KONE, Inc.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND KONE, INC FOR ELEVATOR MAINTENANCE SERVICES

**WHEREAS**, the Facilities Department is responsible for 16 elevators in several County buildings; and

**WHEREAS**, this work must be performed by a certified elevator maintenance company; and

**WHEREAS**, quotes were solicited from the MRSC Small Works Roster and responses were received from KONE, Inc and from Thyssen Krupp, and the lowest price was submitted by KONE, Inc in the amount of \$2,350 per month, not including WSST; and

**WHEREAS**, the Facilities Manager recommends authorizing a Public Works contract between Benton County and KONE, Inc to provide elevator maintenance services to various Benton County locations; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the Public Works contract with KONE, Inc, in the amount not to exceed \$90,000 including WSST; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman to sign the agreement attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

**THIS CONTRACT** is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **KONE, INC.**, a corporation organized under the laws of the State of Delaware and registered to do business in the State of Washington with its principal offices at 300 Deschutes Way S.W., Suite 304, Tumwater, WA 98501 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A - Request for Proposal
- b. Exhibit B - CONTRACTOR's Proposal
- c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts
- d. Exhibit D - Sample Insurance Form
- e. Exhibit E - Background Check Form

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire on September 30, 2018. The CONTRACTOR shall complete all work by the time(s) specified, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The COUNTY requires and the CONTRACTOR agrees to perform systematic examination, maintenance, adjustment, and lubrication of the elevator equipment of the following elevators: thirteen (13) elevators located at the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick,

Washington; two (2) elevators located at the Benton-Franklin Health District building, 7102 W. Okanogan Pl., Kennewick, Washington; and one (1) elevator located at the Benton County Courthouse, 620 Market Street, Prosser, Washington. These preventative services shall be performed in accordance with Exhibit A, "Request for Proposal", which is attached hereto and incorporated herein by reference.

- b. In addition to preventative services, the CONTRACTOR shall provide "as needed" services, including, but not limited to, the repair or replacement of equipment, as further described in Exhibit A, if in the CONTRACTOR's judgment the repair or replacement is necessary to maintain the elevator in a proper and safe condition that meets with appropriate industry standards.
- c. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under state or local law, the issuance of a building or electrical permit, or a Washington State Department of Labor and Industries elevator permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used is remitted to the COUNTY's Contract Representative or his designee prior to CONTRACTOR leaving the work site.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

- f. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name: Gavin Burns  
Address: 5805 E. Sharp, A5  
City, State, Zip Code: Spokane Valley, WA 99212  
Phone: 509-534-4711  
Email: gavin.burns@kone.com

- b. For COUNTY:

Name: Dan Waggoner  
Address: 7122 W. Okanogan Place, Bldg A  
City, State, Zip Code: Kennewick, WA 99336  
Phone: 509-222-3704  
Fax: 509-736-2708  
Email: dan.waggoner@co.benton.wa.us

**5. COMPENSATION**

- a. The COUNTY shall pay CONTRACTOR, for the duration of this Contract, a monthly base compensation amount of Two Thousand Three Hundred Fifty Dollars and Zero Cents (\$2,350.00), not including W.S.S.T. (as set forth in Exhibit B, which is attached hereto and incorporated herein by reference), for preventative elevator services performed in accordance with Section 3a of this Contract.
- b. The COUNTY shall also pay CONTRACTOR for "as-needed" elevator repair services, provided in accordance with Section 3b of

this Contract, at the following rates described in Exhibit B: \$238.00 per hour for Straight Time (8:00am to 4:30pm, Monday through Friday); \$401.00 per hour for Overtime (all hours outside of Straight Time, excluding Sundays and holidays); and \$460.00 per hour for Double Time (includes Sundays and all holidays). The total amount of compensation paid to CONTRACTOR for "as-needed" elevator repair services under this Contract may not exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), not including W.S.S.T.

- c. The total amount of compensation paid by the COUNTY to the CONTRACTOR under this Contract may not exceed Ninety Thousand Dollars and Zero Cents (\$90,000.00), including W.S.S.T and filing fees payable to the Washington State Department of Labor and Industries. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.
- d. CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.
- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

**6. INVOICING**

Each quarter the CONTRACTOR shall submit an invoice to the COUNTY

for preventative elevator services outlined in Section 3a of this Contract. The CONTRACTOR may submit additional invoices to the COUNTY for "as needed" services that have been performed under Section 3b, but shall not submit invoices more than once per calendar month. Each invoice shall contain the service record for each elevator maintained under this Contract and, where applicable, a detailed list of parts and equipment repaired or replaced. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all subcontractors and sub-subcontractors which are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov> and forward a copy to the COUNTY's Contract Representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the satisfaction of the COUNTY. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY, and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

Provided that, for each invoiced and approved progress payment, the COUNTY will withhold from the earned portion of that payment (i.e. excluding sales tax or other tax) five percent (5%) as retainage, pursuant to RCW 60.28.011, subject to all other provisions of chapter 60.28 RCW. Within ten (10) days following the execution of the Contract, CONTRACTOR shall submit written notice stating its election of one of the methods set forth in RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written notice is not received within the ten-day period, then the COUNTY may choose any of the methods authorized by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

## **7. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the

CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

**8. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY, and its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR, or its subcontractors, employees, or agents, and the COUNTY, or its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTY, or its officers, officials, employees, or agents, by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits

payable by or for the CONTRACTOR or subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

## 9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers' compensation and employer's liability.

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

b. **Commercial General Liability and Employers Liability**

**Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR will provide commercial general liability

coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross-liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d. **Other Insurance Provisions:**
1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, or its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
  2. The CONTRACTOR'S liability insurance policies shall contain

no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure, nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy that includes a condition expressly prohibiting waiver of subrogation by the insured or that voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY, and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, or its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY'S Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 4.

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

**10. PERFORMANCE BOND**

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the CONTRACTOR of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. Proof of the Performance Bond must be received by COUNTY within ten (10) days following the execution of this Contract.

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, other insurance benefits, fringe benefits, or any other

rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, be deemed to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

**13. INSPECTION OF BOOKS AND RECORDS**

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

**14. CHOICE OF LAW AND JURISDICTION**

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

**15. SUCCESSORS AND ASSIGNS**

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

**16. TERMINATION**

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

**17. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit C shall be paid to all employees, agents, subcontractors, or sub-subcontractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to subcontractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor and Industries website and is provided for informational purposes only. COUNTY takes no responsibility for any inaccuracies or ambiguities contained in the schedule. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

**18. NONDISCRIMINATION**

The CONTRACTOR, and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color,

creed, religion, national origin, age, sex, marital status, veteran or military status, or the presence of any disability.

**19. DISPUTES**

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

**21. ENTIRE AGREEMENT**

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

**22. NOTICES**

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

**23. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**24. LITIGATION HOLD NOTICE**

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

**25. PUBLIC RECORDS ACT**

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

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

**26. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for indemnification; insurance; non-waiver, inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

**27. CONFIDENTIALITY**

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

**28. BENTON COUNTY BACKGROUND CHECK**

- a. The CONTRACTOR, its employees, its subcontractors, and subcontractor employees who will be working onsite at the Benton County Justice Center in Kennewick, Washington, must each complete a Security Background Check form, attached hereto as Exhibit D and incorporated herein by reference. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The completed form must be either e-mailed to Bobbi.Romine@co.benton.wa.us or faxed to 509-222-

3745, attention: Bobbi Romine. The CONTRACTOR agrees to remove any of its employees or the employees of a subcontractor, prior to performance hereunder, if in the sole discretion of the COUNTY, the employee fails the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if, during the performance of work hereunder, any of its employees or the employees of a subcontractor are charged with or convicted of any crime. Finally, if the CONTRACTOR, an employee, a subcontractor, or an employee of a subcontractor discovers that a friend or family member is in the custody of the Benton County Jail, he or she must immediately notify jail staff.

- b. In addition to the above, prior to performance hereunder, the CONTRACTOR, its employees, its subcontractors, and subcontractor employees who will be working onsite must appear in person at the Benton County Sheriff's Office and present to Records Staff government-issued identification and a check, cash, or money order in the amount of \$34.75 for livescan or \$52.75 if required to ink roll the fingerprint. This fee may be invoiced to the COUNTY for reimbursement. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Undersheriff for a determination of whether the individual will be allowed UNESCORTED access to the jail facility. For a CONTRACTOR employee with any felony convictions, the Washington State Patrol WSP ACCESS Section will also review the employee's conviction history and determine whether the employee will be allowed unescorted access to locations at the Benton County Justice Center that have access to the network housing the ACCESS program. Locations with such access include anything that connects to the COUNTY's network and the majority of computers within the jail and Sheriff's facility.

The CONTRACTOR, its employees, its subcontractors, and subcontractor employees shall complete CJIS Online Training,

a web-based training that is accessible from any computer with internet access. If a person has previously completed CJIS Online Training for another criminal justice agency, he or she will not need to repeat the training as the Records Sergeant will be able to locate the employee's name in an online database.

The CONTRACTOR shall designate an individual for its company who will monitor and make sure that backgrounded employees complete the training prior to performance of this Contract. CONTRACTOR shall provide to Bobbi Romine at Bobbi.Romine@co.benton.wa.us the contact information for the individual designated to monitor and ensure employee training is complete. Ms. Romine will provide the individual with the website address and instructions for completing the training.

If the COUNTY determines that any individual performing work hereunder is required to be escorted at all times within the facility, the escort must be ACCESS certified or have taken the CJIS Online Training course and have completed a fingerprint based criminal history check.

**- This section was intentionally left blank -**

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

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Date: \_\_\_\_\_

Date: 8/9/16

Benton County

Kone, Inc.

\_\_\_\_\_  
Chairman  
Benton County Commissioner

  
\_\_\_\_\_  
Signature

Approved as to Form

Sales & Ops Mgr.  
Title:

  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Gavin Burns  
\_\_\_\_\_  
PRINTED NAME

**REQUEST FOR PROPOSAL**

Project: Benton County Elevator Maintenance & Services – 2016-2018 (24-month contract)

Owner: Benton County

Submit To: Dan Waggoner, Facilities Manager  
Benton County Facilities  
7122 W. Okanogan Pl., Bldg. A  
Kennewick, WA 99336  
(509) 222-3704

Proposals Due By:

**Friday, July 1, 2016 at 4:00 p.m.** – Proposals received after the time specified will be disregarded.

Submittal:

Proposals shall be clearly marked “Request for Proposal – Benton County Elevator Maintenance & Services”. Proposals may be submitted as follows:

- **Mail** – Benton County Facilities, Attn: Dan Waggoner, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336; or
- **Hand Deliver** – Benton County Facilities, Attn: Dan Waggoner, 7122 W. Okanogan Place, Bldg. A, 2<sup>nd</sup> Floor, Kennewick, WA 99336

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Benton County is soliciting proposals for complete elevator maintenance services for 16 elevators at the following locations: **Kennewick** – Benton County Justice Center (13) elevators, and Benton County Health District (2) elevators; and **Prosser** - Benton County Courthouse (1) elevator. This Request for Proposal is solicited to members of the MRSC Small Works Roster, Facility Construction, Repair and Maintenance Category, Elevator Repair and Maintenance sub-category. Only companies listed on this roster at the time of advertisement are allowed to respond. Refer to Exhibit F.

**SCOPE OF WORK:**

The County requires and the CONTRACTOR agrees to perform the following services: systematically examine, maintain, adjust, and lubricate the elevator equipment of thirteen (13) elevators located at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. A, Kennewick, Washington; two (2) elevators located at the Benton County Health District, 7102 W.

Okanogan Place, Kennewick, WA; and one (1) elevator located at the Benton County Courthouse, 620 Market Street, Prosser, Washington.

All work must be performed to industry standards. CONTRACTOR must have an authorized Maintenance Control Program (MCP) filed with the Washington State Department of Labor & Industries. To that effect, the CONTRACTOR, by submitting a proposal, agrees to enter into a contract in the form of Exhibit B and to repair or replace the following elevator system components, pursuant to a non-billable service request from the county or upon discovery by the elevator system technician, if the repair or replacement is necessitated by normal wear and tear. If the repair or replacement is not caused by normal wear and tear, the service call will be considered a billable service call and the COUNTY will be responsible for the cost of parts and labor in accordance with the rates listed at the end of this RFP.

The elevator system components that the CONTRACTOR agrees to repair or replace are as follows:

- **CONTROL SYSTEM:**  
Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters, and accessories.
- **POWER UNIT:**  
Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets, and all other accessories.
- **HYDRAULIC SYSTEM ACCESSORIES:**  
Exposed piping, fittings, jack packing, and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation, and accessories installed by the elevator equipment manufacturer for controlling oil temperature.
- **CAR EQUIPMENT:**  
Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly, and floor controllers.
- **ELECTRICAL:**  
Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.
- **HOISTWAY AND PIT EQUIPMENT:**  
Landing and slowdown switches, limits, and car buffers.
- **RAILS AND GUIDES:**  
Guide rails, guide shoe gibs, and rollers. Guide rails will be properly lubricated, except where roller guides are used.

- **DOOR EQUIPMENT:**  
Automatic door operators, hoistway and car door hangers, hoistway, and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- **SIGNALS AND ACCESSORIES:**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment, and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
- **HYDRAULIC ELEVATOR:**  
Refinishing, repairing, replacement or cleaning of car enclosure, gates, and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music system, media displays, card-readers or other security systems, light tubes and bulbs, hydraulic cylinder, unexposed piping, pit pumps, and emergency power generators, and disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including and consequential damages.
- **RE-LAMPING:**  
Re-lamping of signal fixtures is included only during CONTRACTOR's systematic examinations. Service requests related to re-lamping of signal fixtures not conducted during a systematic examination will be considered outside the scope of this proposal and billable at CONTRACTOR's regular hourly rate provided in the request for proposal form.
- **LUBRICANTS:**  
CONTRACTOR will use lubricants compounded under OEM's specifications or equal.

**CONTRACTOR SERVICE CENTER:**

The CONTRACTOR Service Center shall be available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. In the unlikely event of an entrapment, a highest priority response will be given.

**SERVICE REQUEST (CALLBACKS):**

This Request for Proposal covers non-billable and billable service requests. Non-billable service requests are during the hours of 8:00 am to 4:30 pm Monday through Friday and are defined as minor adjustments, corrections, or emergency entrapments that require immediate attention and are not caused by reasons beyond CONTRACTOR'S control. Non-billable service requests do not include work that requires more than one technician or more than two hours to complete. If County should require, at any time, service requests to be made at any time other than the above listed times, County will be charged at rates to be set forth in the request for proposal form at CONTRACTOR'S overtime billing rate applicable for each overtime hour worked. All work

outside the scope of this RFP is to be performed by CONTRACTOR at the rates set forth in the request for proposal form.

For service requests outside the scope of this RFP, the County will be charged for travel time to and from project location at seventy percent (70%) of the regular billing rates set forth in the request for proposal form.

**TESTS:**

CONTRACTOR shall be responsible for all required inspections and testing I.A.W. Washington State Labor and Industries rules and regulations. This includes any annual or 5-year tests as required.

**MICROPROCESSOR SOFTWARE:**

Examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

**HYDRAULIC ELEVATORS:**

A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.

**EXCLUSIONS:**

CONTRACTOR assumes no responsibility for the following items or services, which are excluded from the Agreement:

CONTRACTOR shall not be obligated to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, A.S.M.E. codes, or other governmental or non-governmental authorities. CONTRACTOR will maintain the equipment performance and its components to the operating condition as of the effective date of a Contract awarded under this RFP. CONTRACTOR shall not be required to perform and keep records of firefighter's service testing. CONTRACTOR shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. CONTRACTOR shall not be obligated to make changes or adjustments required by new or retroactive code changes. CONTRACTOR will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of a Contract awarded under this RFP. CONTRACTOR will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the elevator equipment by unauthorized personnel. CONTRACTOR shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.

CONTRACTOR shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the COUNTY'S expense.

**OTHER REQUIREMENTS:**

CONTRACTOR service technicians will be equipped with all necessary tools and documentation (exception for proprietary tools and documentation) to properly service all elevators under this contract.

CONTRACTOR'S employees working on site will be sufficiently trained for the tasks to be performed.

COUNTY and CONTRACTOR have a shared responsibility to clean elevator machine rooms and door tracks. CONTRACTOR shall be responsible for cleaning elevator pits with a minimum annual cleaning. The Benton County Facilities Department can assist in cleaning the elevator pits in the Benton County Jail, as long as CONTRACTOR is on site to secure the elevator.

**HOURS OF SERVICE:**

All regularly scheduled work covered under this Request for Proposal is to be performed during the hours of 8:00 am to 4:30 pm Monday through Friday. County shall not be billed for non-billable service requests covered under this Request for Proposal that are started and completed during the hours defined above.

**REQUEST FOR PROPOSAL AND ATTACHED EXHIBITS:**

This request for proposal consists of this document and the following exhibits:

- Exhibit A - Request for Proposal Form
- Exhibit B - "Sample" - Contract between County and Contractor
- Exhibit C - "Sample" - Certificate of Insurance
- Exhibit D - Prevailing Wage Rates as of May 30, 2016
- Exhibit E - Background Check Form

**CERTIFICATE OF INSURANCE:**

CONTRACTOR is required to maintain the insurance outlined in (Exhibit B), Section 9 and submit a certificate of insurance outlined in the "sample" Certificate of Insurance attached hereto referenced as (Exhibit C) if awarded the Contract.

**BOND:**

If awarded the Contract, The CONTRACTOR shall furnish Benton County with a Performance Bond as outlined in Section 10 of Exhibit B.

**BACKGROUND CHECK AND FINGERPRINTING:**

All CONTRACTOR'S employees working on site will be required to pass a background check and fingerprint check, and complete CJIS Online Training. Refer to Section 28 of Exhibit B, sample Public Works contract.

**PREVAILING WAGES:**

Prevailing wages are required for this project. Statement of intent to pay prevailing wages must be submitted directly to county's contract representative. At the completion of the work, contractor shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries. Employers must submit the intent and affidavit forms (approved and certified by the Department) to the agency administering the contract in order to receive payment. Intent forms must be filed prior to the start of work, if possible. Affidavits are filed after completion of the work. Approval and certification of those forms by the industrial statistician is based on the information provided on the forms, and does not constitute approval of the classifications of labor reported.

This document and the materials enclosed herewith constitute an invitation to submit proposals only and do not represent an offer by Benton County. Only upon the County's acceptance of such offer by proposal award shall any contractual commitment be created.

Benton County reserves the right to reject all proposals and discontinue the process if it determines that such course of action is in the best interests of the County.

Price quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net proposal amount.

Should any discrepancies or omissions be found in this Request for Proposal, or there are any questions about the Request for Proposal, bidder should at once notify Dan Waggoner by telephone at (509) 222-3704 or by e-mail at [dan.waggoner@co.benton.wa.us](mailto:dan.waggoner@co.benton.wa.us). Written notice of changes or clarification to this RFP will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations.

~~Exhibit A~~

Request for Proposal Form  
Benton County Elevator Maintenance & Services

**REQUEST FOR PROPOSAL FORM**

**COMPANY NAME AND ADDRESS:**

Kone, Inc  
5805 E Sharp - A5  
Spokane Valley, WA. 99212

**PROPOSAL FOR:** Benton County  
Elevator Maintenance & Services -  
2016-2018 (24-month contract)

**BASE PROPOSAL:** \$2,350 monthly or  
\$28,200 Annually

Price quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net proposal amount. The Contract will be awarded to the lowest responsible bidder pursuant to the criteria set forth in RCW 39.04.350(1).

**HOURLY RATES:**

Please provide hourly billing rates for necessary services and repairs that are outside the scope of work consistent with this RFP. These rates shall not change during the term of the awarded contract.

- Straight Time (8:00 AM to 4:30 PM Monday thru Friday):

\$238/hr.

- Overtime (Defined as all hours outside straight time excluding Sundays and Holidays):

\$401/hr.

- Double Time to include Sunday and all Holidays:

\$460/hr.

Gavin Burns  
  
7/1/16

Exhibit C

State of Washington  
Department of Labor & Industries  
Prevailing Wage Section - Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 5/31/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	<a href="#">Elevator Constructors</a>	Mechanic	\$85.45	7D	4A	
Benton	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$92.35	7D	4A	

State of Washington  
Department of Labor & Industries  
Prevailing Wage Section - Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Apprentice Level Prevailing Wage Rates for Benton County and Elevator Constructors Trade for the Effective Date: 5/31/2016

<u>Step</u>	<u>Occupation</u>	<u>Begin Hours</u>	<u>End Hours</u>	<u>Apprentice Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Step 1	Elevator Constructor Mechanic	1	1000	\$24.83	7D	4A	
Step 2	Elevator Constructor Mechanic	1001	1700	\$60.07	7D	4A	
Step 3	Elevator Constructor Mechanic	1701	3400	\$65.50	7D	4A	
Step 4	Elevator Constructor Mechanic	3401	5100	\$68.20	7D	4A	
Step 5	Elevator Constructor Mechanic	5101	6800	\$73.62	7D	4A	



# CERTIFICATE OF LIABILITY INSURANCE

Exhibit D

DATE (MM/DD/YYYY)  
Month/Date/Year

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Agency 1234 Anywhere Street Hometown, WA 99999	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A : Insurance Company INSURER B : Insurance Company (if applicable) INSURER C : Insurance Company (if applicable) INSURER D : INSURER E : INSURER F :		NAIC #
<b>INSURED</b> Named Insured P.O. Box 7890 Somewhere, WA 00000			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enter Policy #	Effect Date	Expir. Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Enter Policy #	Effect Date	Expir. Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Enter Policy # (if required)	Effect Date	Expir. Date	EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	Enter Policy #/WA Stop Gap	Effect Date	Expir. Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Benton County, its officers, officials, employees and agents are added as Additional Insureds with respect to the Project.

<b>CERTIFICATE HOLDER</b> Benton County P.O. Box 190 Prosser, WA 99350	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

BENTON COUNTY BACKGROUND CHECK  
AUTHORIZATION AND RELEASE

<p><i>I am a &lt;circle all that apply&gt; Contractor Volunteer</i></p> <p><i>Location to obtain access &lt;circle all that apply&gt; BC Jail BC Justice Center</i></p> <p><i>Your Company/Organization Name:</i></p> <p><i>Your Position Title:</i></p>
--

\_\_\_\_\_  
Last Name First Name Middle Name Sex: M F

\_\_\_\_\_  
All Other Previous Names Used Date of Birth

\_\_\_\_\_  
Driver's License Number/State Social Security Number

\_\_\_\_\_  
Primary Phone number Alternate Phone number Email address

**ACKNOWLEDGEMENT:**

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas and for individuals needing jail access. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work or entry into the jail. If you are visiting the Benton County Jail for business and discover that a friend or family member is in custody you must immediately notify jail staff. **Jail access will be for official business only. No personal business is authorized.** I understand that employment, jail access or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in denied jail access, withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be denied access or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.

**AUTHORIZATION AND RELEASE**

I hereby authorize Benton County (including but not limited to Personnel Resources Department, Sheriff's Office, Juvenile Justice Center, and/or Prosecutor's Office personnel) to conduct a background check in connection with my application for jail access and/or employment/assignment with Benton County. I understand that this background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Crime Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending on my employment or assignment, involve fingerprinting. I understand that a more comprehensive background check is required for certain Benton County positions and may include review of records relating to arrests and/or other contacts with law enforcement.

I hereby authorize and request any person, government entity, law enforcement or criminal justice agency, and/or other organization (public or private) to provide any information and/or records solicited by Benton County in connection with my application for jail access and/or work with Benton County. I hereby release those persons and entities, and Benton County, its elected officials, judges, directors, appointees, managers, employees, volunteers, agents, and assigns, from any and all liability that may result from providing and/or soliciting such information and/or records. A facsimile copy or photocopy of this waiver shall have the same force and effect as a copy with my original signature.

**ADVERSE HISTORY INFORMATION**

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?
- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?
- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?
- If answered yes, please describe the circumstances surrounding the incident.
- If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you?

**CONTINUING NATURE OF ADVERSE HISTORY INFORMATION**

I understand that during all times I have jail access, am employed by, or have volunteer status with, Benton County, that I am required to inform my immediate supervisor or jail staff any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for denied access into the jail and/or immediate termination of my employment or volunteer status with Benton County.

**POTENTIAL DISQUALIFIERS**

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

Some exemptions may apply on a case by case basis.

I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*A minimum of two business days required for processing.*

**Do Not Write Below This Line**

\_\_\_\_\_  
*Comments:*

\_\_\_\_\_  
COMPLETED BY AND DATE:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CAPITAL PROJECTS FUND NUMBER 0305-101, DEPARTMENT NUMBER 000

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.130	6303	Prosser Courthouse Renovation	\$13,063	518.301	3501	Minor Equipment & Small Tools	\$13,063
594.130	6305	Other Improvements	\$57,000	518.301	4804	Repair/Other Maintenance	\$57,000
<b>TOTAL</b>				<b>TOTAL</b>			
\$70,063				\$70,063			

**Explanation:**

Transfer needed to pay for new benches at the Prosser Courthouse and the construction of the Kennewick Annex Parking Lot Modifications.

Prepared by:

Date:

Approved  Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b> <b>Next Available</b>	<b>Execute Contract</b>	_____	<b>Consent Agenda</b> <u>  X  </u>
<b>Subject:</b>	<b>Pass Resolution</b>	<u>  X  </u>	<b>Public Hearing</b> _____
<u>Termination of Public Works Contract</u>	<b>Pass Ordinance</b>	_____	<b>1st Discussion</b> _____
<u>Between Benton Franklin Human</u>	<b>Pass Motion</b>	_____	<b>2nd Discussion</b> _____
<u>Services and ABM Janitorial Services-</u>	<b>Other(Sign Letter)</b>	<u>  X  </u>	<b>Other</b> _____
<u>South Central, Inc.</u>			
<b>Prepared by:</b>			
Deena Horton Admin Assist-DHS			
<b>Reviewed by:</b>			
Kyle Sullivan, Administrator-DHS			

**BACKGROUND INFORMATION**

The contract for the Crisis Response Unit is being terminated as of September 30, 2016. The current contract with ABM Janitorial Services will no longer be needed. The proposed termination date will be September 30, 2016.

**COORDINATION**

Kyle Sullivan, DHS  
Deena Horton, DHS

**RECOMMENDATION**

- Sign the Resolution and attached letter accepting the termination of Public Works Contract between Benton Franklin Human Services and ABM Janitorial Services-South Central, Inc.

**FISCAL IMPACT**

**There is no impact on the current expense budget.**

**MOTION**

To approve signing this resolution and attached letter terminating ABM Janitorial Services-South Central, Inc. between Benton and Franklin Counties Department of Human Services and ABM Janitorial Services-South Central, Inc. and to authorize the Chair to sign on behalf of the Board.

Signature 

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016-343

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

**IN THE MATTER OF TERMINATING PUBLIC WORKS CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND ABM JANITORIAL SERVICES-SOUTH CENTRAL, INC.; APPROVED BY BENTON COUNTY RESOLUTION NO. 2014-536 AND FRANKLIN COUNTY RESOLUTION NO. 2014-311**

**WHEREAS**, ABM Janitorial Services-South Central, Inc. currently contracts with Benton and Franklin Department of Human Services. As of September 30<sup>th</sup>, 2016 their services are no longer needed at the 500 N. Morain Street Suite 1250 and 1205, Kennewick, WA; and

**WHEREAS**, this Termination Letter is necessary as Benton and Franklin Counties Department of Human Services wish to Terminate the Contract as of September 30<sup>th</sup>, 2016; and

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Benton County Commissioners and the Board of Franklin County Commissioners approve the Termination Letter to termination the Public Works Contract between ABM Janitorial Services – South Central, Inc. and Benton and Franklin Department of Human Services;

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign on behalf of their respective County the Termination Letter for the contract between ABM Janitorial Services – South Central Inc. and Benton and Franklin Department of Human Services.

Dated this . . . .day of . . . . ., 2016

Dated this . 7 .day of September, 2016

\_\_\_\_\_  
Chair

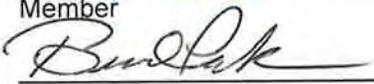
  
\_\_\_\_\_  
Chair

\_\_\_\_\_  
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

**BENTON AND FRANKLIN COUNTIES**  
**DEPARTMENT OF HUMAN SERVICES**

August 31, 2016

ABM Janitorial Services-South Central, INC.  
Attn: Laurie Atchenson  
16 East Columbia Drive  
Kennewick, WA 99336

**Re: Notice of Intent to Terminate Public Works Contract for Janitorial Services**

Dear Ms. Atchenson:

The Boards of County Commissioners for Benton County and Franklin County have determined it to be in the best interest of both counties to terminate the Public Works Contract for the provision of janitorial services to the Benton and Franklin Counties Crisis Response Unit, located at 500 N. Morain Street, Suite 1250 and 1205, Building 1, Kennewick, WA 99336, pursuant to Section 16 of the Contract.

The Contract was signed by Lynn Swimyard, Branch Manager, on behalf of ABM Janitorial Services-South Central, Inc. on June 30, 2014, and on behalf of the Benton and Franklin Counties' Department of Human Services, by the Board of Benton County Commissioners, Resolution Number 2014-536, on July 15, 2014, and the Board of Franklin County Commissioners, Resolution Number 2014-311, on July 16, 2014. An Amendment to the Contract was signed by Lynn Swimyard, and by the Board of Benton County Commissioners, Resolution Number 2016-445, on June 7, 2016, and the Board of Franklin County Commissioners, Resolution Number 2016-207, on May 18, 2016.

This letter serves as notice by Benton and Franklin counties, on behalf of the Benton and Franklin Counties' Department of Human Services, of their intention to terminate the Contract and all janitorial services provided under the Contract, effective September 30, 2016, at 11:59 p.m.

Benton County Board of Commissioners

Franklin County Board of Commissioners

\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Chairman of the Board

Attest:

\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Kyle Sullivan, Administrator

8/31/16  
\_\_\_\_\_  
Date

Benton Franklin Counties Dept. of Human Services

7102 W Okanogan Pl, Ste. 201, Kennewick, WA 99336  
(509) 737-3903 ♦ FAX (509) 783-5981

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date: Next Available</b>	Execute Termination	<u>  X  </u>	Consent Agenda <u>  X  </u>
	Pass Resolution	<u>  X  </u>	Public Hearing _____
<b>Subject:</b>	Pass Ordinance	_____	1st Discussion _____
<u>Terminate Netsmart Agreement with</u>	Pass Motion	_____	2nd Discussion _____
<u>Benton and Franklin Counties</u>	Other	_____	Other _____
<u>Department of Human Services</u>			
<b>Prepared by:</b>			
Deena Horton, Admin Asst-DHS			
<b>Reviewed by:</b>			
Kyle Sullivan, Administrator-DHS			

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human and Netsmart Technologies have agreed to terminate their current contract approved by Benton County Resolution No. 2014-354 and Franklin County Resolution No. 2014-203.

**COORDINATION**

Ryan Lukson-BCPA  
Janet Taylor-FCPA  
Kyle Sullivan, DHS

**SUMMARY**

**Award:**  
**Period:** Termination June 30<sup>th</sup>, 2016  
**Funding Source:** Fund 0108-101 Human Services Budget

**RECOMMENDATION**

- Sign the Resolution to accept the proposed termination letter
- Sign the attach Termination Letter where indicated
- Approve the proposed Professional Services Contract 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 signing the Resolution and Termination letter between Benton and Franklin Counties Department of Human Services and Netsmart Technologies, and to authorize the Chair to sign on behalf of the Board.

  
\_\_\_\_\_  
Signature

# JOINT RESOLUTION TO PURCHASE

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. 2016-334

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY WASHINGTON AND  
FRANKLIN COUNTY WASHINGTON

**IN THE MATTER OF TERMINATING EQUIPMENT PURCHASE AND SOFTWARE LICENSE  
AGREEMENT AND A LICENSE AND SERVICE AGREEMENT BETWEEN NETSMART  
TECHNOLOGIES AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN  
SERVICES, BENTON COUNTY RESOLUTION NO. 2014-354 AND FRANKLIN COUNTY  
RESOLUTION NO. 2014-203**

**WHEREAS**, Netsmart Technologies currently provides the proprietary mental health data system and does regular hardware and AIX software maintenance for the Department of Human Services; and

**WHEREAS**, Netsmart Technologies and Benton and Franklin Counties Department of Human Services have agreed to terminate the contract as of June 30, 2016.

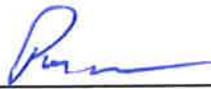
**NOW, THEREFORE, BE IT RESOLVED** that the Boards of Benton and Franklin County Commissioners hereby accept and sign the proposed termination letter; and

**BE IT FURTHER RESOLVED** that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign the resolution to terminate the Agreement with Netsmart Technologies on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of . . . . ., 2016.

Dated this 7 . . day of SEPTEMBER, 2016.

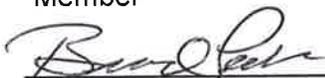
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Chair

\_\_\_\_\_  
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:

Attest:

\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Clerk of the Board

cc: Human Services, Franklin County, Benton County

S. Berry

August 12, 2016

Ms. Tammy McKiernan  
Benton and Franklin Counties' Dept of Human Services  
7102 W. Okanogan Place, Suite 201  
Kennewick, WA 99336-2341

Dear Ms. McKiernan,

Netsmart Technologies, Inc. ("Netsmart") and Benton and Franklin Counties' Department of Human Services ("B & F") are parties to an Equipment Purchase and Software License Agreement dated August 1992 and a License and Services Agreement dated April 30, 2014 (collectively, the "Agreements").

You have asked to be released from your obligations under the Agreements, and Netsmart has agreed to allow you to terminate the Agreements as of June 30, 2016 ("Termination Date"). This letter outlines our rights and obligations, following your countersignature below.

Netsmart and B & F agree to release each other, and any person or organization that is affiliated with either of them, from their respective obligations under the Agreements, and from any claims, liabilities, obligations, damages, costs or charges (except for those charges listed herein that were incurred prior to the Termination Date), which either party may have against the other party, whether known or unknown, including any claims for refunds of monies paid prior to the date of this release.

Netsmart and B & F agree that:

- Netsmart will delete all data that pertains to the B & F care records from its electronic databases;
- This mutual release is not an admission of liability of either of them;
- This Agreements and its contents shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except to those individuals who have a need to know the terms of this mutual release for internal financial, accounting, and reporting, to any government taxing or regulatory authority, and except as required by legal process; and



As a result of this mutual release, the invoices listed below are due and payable to Netsmart:

Invoice Date	Invoice Number	Description	Amount
3/23/2015	33192	Travel Cody Glauser 2/23/15 to 2/27/15	\$1,922.21
1/15/2016	48703	Avatar Perceptive POS Scanning Maint, Avatar State Forms Reporting Maint, Avatar RADplus Maint	\$32,036.46
05/31/2016	60769R	Avatar Hosting, Perceptive Hosting plus Early Termination Fee	\$5,103.98
6/30/2016	65680	Avatar Professional Services Due on Final Review and Validation	\$53,835.19
6/30/2016	65681	Avatar Professional Services Due on Go Live	\$53,835.19
<b>SUBTOTAL</b>			<b>\$146,733.03</b>
Credits/Payments On Account			(\$15,943.76)
<b>NET AMOUNT TO REMIT</b>			<b>\$130,789.27</b>

For your convenience, I am enclosing a spreadsheet that provides a summary of your account with us including the open invoices listed above and two on account credits. In addition, I am enclosing copies of the open invoices.

The total amount due to Netsmart is \$130,789.27, which is due in its entirety within thirty (30) days of execution of this letter. You can remit payment to Netsmart Technologies, Inc., P.O. Box 823519, Philadelphia, PA 19182-3519, or electronically at Wells Fargo Bank (RTN/ABA = 121000248, Account Number = 4122075054).

If these terms are acceptable to you, please countersign where your name appears below, for and on behalf of B & F.

Sincerely,

Sonya R. Vickers  
Director, Contract Administration  
[SVickers@ntst.com](mailto:SVickers@ntst.com)

Enclosures

Benton and Franklin Counties' Department of Human Services

By Kyle Sullivan By \_\_\_\_\_  
 Title Administrator Title \_\_\_\_\_  
 Date 8/16/16 Date \_\_\_\_\_

By their signatures below, each County acknowledges the Netsmart Termination letter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

Dated this 7 day of SEPTEMBER, 2016

\_\_\_\_\_  
Chair  
Benton County Commissioners

  
\_\_\_\_\_  
Chair  
Franklin County Commissioners

Attest:

Attest:

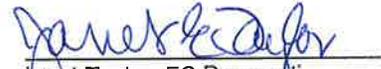
\_\_\_\_\_  
Clerk of the Board, Benton County

  
\_\_\_\_\_  
Clerk of the Board, Franklin County

**Approved as to form:**

  
\_\_\_\_\_  
Kyle Sullivan, Administrator  
Department of Human Services

  
\_\_\_\_\_  
Ryan Luksen, BC Prosecuting  
Attorney's Office

  
\_\_\_\_\_  
Janet Taylor, FC Prosecuting  
Attorney's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> Next Available	Execute Agreement <input checked="" type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>
	Pass Resolution <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>
<b>Subject:</b>	Pass Ordinance <input type="checkbox"/>	1st Discussion <input type="checkbox"/>
First Amendment to Personal Services	Pass Motion <input type="checkbox"/>	2nd Discussion <input type="checkbox"/>
Contract with Pacific Office Automation	Other <input type="checkbox"/>	Other <input type="checkbox"/>
Inc. & Human Services		
<b>Prepared by:</b>		
Deena Horton Admin Assistant-		
DHS		
<b>Reviewed by:</b>		
Kyle Sullivan, Administrator-DHS		

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services currently contracts with Pacific Office Automation Inc. for the lease of office equipment including a multifunction copier/printer.

The purpose of this First Amendment is to extend the Contract for three months with an End Date to September 30, 2016. This amendment will adjust the sales tax rate and also change the total amount compensation to \$39,180.49. The contact information for Benton and Franklin Counties Department of Human Services will also be updated.

**COORDINATION**

Michael Murdock, BCPA  
 Kyle Sullivan, DHS

**SUMMARY**

**Award:** \$39,180.49  
**Period:** July 1, 2016 through September 30, 2016  
**Funding Source:** Fund 0108-101 Human Services Budget

**RECOMMENDATION**

- Sign the Resolution to accept the proposed First Amendment Personal Services Contract
- Approve the proposed First Amendment Personal Services Contract 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 signing Personal Services Contract with Pacific Office Automation Inc., and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016-342

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A FIRST AMENDMENT TO PERSONAL SERVICES CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND PACIFIC OFFICE AUTOMATION, INC.**

**WHEREAS**, Benton and Franklin Counties Department of Human Services currently contracts with Pacific Office Automation, Inc. for the lease of office equipment, including a Canon IR Advanced C7065 multi-function copier/printer and a Canon IR Advanced 6055 multi-function copier/printer, including all supplies and consumables; and

**WHEREAS**, the purpose of this First Amendment is to extend the Contract End Date to September 30, 2016, increase the maximum total amount of compensation payable to CONTRACTOR under the extended term of the Contract to \$39,180.49, and to correct the applicable sales tax rate, which was increased in Kennewick, Washington from 8.3 percent to 8.6 percent effective January 1, 2015; and

**WHEREAS**, the contact information for Benton and Franklin Counties Department of Human Services will be changed from Linda Robb to Kyle Sullivan, Administrator;

**NOW, THEREFORE, BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed First Amendment; and

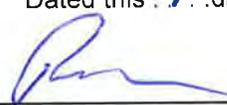
**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a First Amendment to Personal Service Contract with Pacific Office Automation Inc. extending the end date to September 30, 2016, increase the maximum total amount of compensation payable to CONTRACTOR under the extended term of the Contract to \$39,180.49, and to correct the applicable sales tax rate, which was increased in Kennewick, Washington from 8.3 percent to 8.6 percent effective January 1, 2015; and

**BE IT FURTHER RESOLVED**, the term of the attached First Amendment Commences on July 1, 2016 and shall expire on September 30, 2016.

Dated this . . . .day of . . . . ., 2016

Dated this 7 .day of September 2016

\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners  
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

**FIRST CONTRACT AMENDMENT TO  
LEASE AGREEMENT**

**THIS FIRST CONTRACT AMENDMENT** (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, and **FRANKLIN COUNTY**, a political subdivision with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES**, a bi-county department with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **PACIFIC OFFICE AUTOMATION, INC.**, a corporation organized under the laws of the state of Oregon and doing business in the state of Washington with its principal offices located at 7913 W. Grandridge Blvd., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

**WHEREAS**, per Benton County Resolution No. 2011-445 and Franklin County Resolution 2011-245, the parties entered into a Lease Agreement beginning July 1, 2011 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to lease office equipment, including a Canon IR Advanced C7065 multi-function copier/printer and a Canon IR Advanced 6055 multi-function copier/printer, including all supplies and consumables, to Benton County and Franklin County for a period of sixty (60) months for a total of \$37,280.33; and

**WHEREAS**, the parties have mutually agreed to extend the expiration date of the CONTRACT for three (3) months, this First Amendment is necessary to extend the duration of the CONTRACT to September 30, 2016, to increase the maximum total amount of compensation payable to CONTRACTOR under the extended term of the Contract to \$39,180.49, and to correct the applicable sales tax rate, which was increased in Kennewick, Washington from 8.3 percent to 8.6 percent effective January 1, 2015.

**WHEREAS**, the contact information for Benton and Franklin Counties Department of Human Services will be changed from Linda Robb to Kyle Sullivan, Administrator.

The parties agree that all provisions of the CONTRACT remain in effect, except for the following amendments:

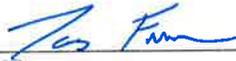
**LEASE AGREEMENT: "MONTHS", "TOTAL PRICE", AND "TERM"**. The "Months", "Total Price", and "term" of the CONTRACT set forth on page 1 of 2 of the "LEASE AGREEMENT" shall be amended and replaced in their entirety with the following:

<b>Line</b>	<b>Model</b>	<b>Description</b>	<b>Months</b>	<b>Unit Price</b>	<b>Total Price</b>
	3620B013AC	Canon IR ADVANCED C7065 (B/W @ .008 Color @.047)	63	\$351.75	\$22,160.25
	3702B001AA	Staple Finisher-B1	63	\$37.19	\$2,342.97
	3705B002AA	Hole Punch	63	\$7.92	\$498.96
	3732B002AA	Fax Board	63	\$8.68	\$546.84

	3893B010AA	Canon IR ADVANCED 6055 (B/W @ .0047 per image)	63	\$137.24	\$8,646.12
	3894B001AA	Staple Finisher E-1	63	\$21.89	\$1,379.09
	3907B002AA	Fax Board	63	\$9.05	\$570.15
		*Service billed monthly in arrears			
		Lease with POA per State of Wa Contract #03706			
The term of this Agreement shall be <u>63</u> months: Beg: 07 /1/2011 through: 09/30/2016			SUB TOTAL =		\$36,144.38
			% SALES TAX =		
			(42 months)		8.3%
			(21 months)		8.6%
			TOTAL ORDER =		\$39,180.49

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

**For the Contractor:**  
**James Freeman, Pacific Office Automation, Inc.**

  
Signature  
James Freeman  
Name  
Branch Manager  
Title

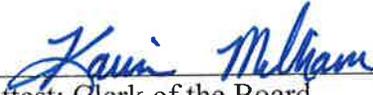
**For Benton County:**

\_\_\_\_\_  
Chairman, Date

\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

 9-7-16  
Chairman, Date

  
Attest: Clerk of the Board

**APPROVED AS TO CONTENT:**

  
Department of Human Services

**APPROVED AS TO FORM:**

  
Benton County Deputy Prosecuting Attorney, Civil

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p><b>Meeting Date: Next Available</b></p> <p><b>Subject:</b>  <u>Grant Agreement #2016-FTRYP-HHAA-CAC between Benton Franklin Counties Department of Human Services and Benton Franklin Community Action Committee</u></p> <p><b>Prepared by:</b>                      Shela Berry, Program Specialist-DHS</p> <p><b>Reviewed by:</b>                      Kyle Sullivan, Administrator-DHS</p>	<p>Execute Agreement <input checked="" type="checkbox"/></p> <p>Pass Resolution <input checked="" type="checkbox"/></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>		<p>Consent Agenda <input checked="" type="checkbox"/></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to contract with Benton Franklin Community Action Committee to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin County to reduce homelessness.

The program shall serve the County's homeless residents, or those at risk thereof, that are first time renters between the ages 18-24, who have met all the program eligibility and documentation requirements.

**COORDINATION**

Michaela Murdock-BCPA  
 Kyle Sullivan, DHS  
 Shela Berry, DHS

**SUMMARY**

**Award:** \$62,130.00  
**Period:** September 1, 2016 through August 31, 2017  
**Funding Source:** Homeless Housing and Assistance Fund 0154101

**RECOMMENDATION**

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant 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 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of \$62,130.00.

**MOTION**

To approve signing Grant Agreement #2016-HHAA-FTRYP-CAC between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee, and to authorize the Chair to sign of behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# RESOLUTION

Benton County Resolution No. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING GRANT AGREEMENT #2016-HHAA-FTRY-P-CAC BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND BENTON FRANKLIN COMMUNITY ACTION COMMITTEE, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS**

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to contract with Benton Franklin Community Action Committee to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin County to reduce homelessness; and

**WHEREAS**, the program shall serve the County's homeless residents, or those at risk thereof, that are first time renters between the ages 18-24, who have resided in Benton County the night prior to applying for services, and who are found to have met the program's eligibility and documentation requirements; and

**WHEREAS**, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management SPECIFIC TASKS TO ASSIST THE County with meeting their overall goals to reduce homelessness;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2016-HHAA-FTRY-P-CAC between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee, to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness, for a Consideration amount of \$62,130.00; and

**BE IT FURTHER RESOLVED**, the term of the attached Grant Agreement commences on September 1, 2016 and shall expire on August 31, 2017.

Dated this . . . .day of . . . . ., 2016

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Grant Agreement #2016-HHAA-FTRYP-CAC**

This Grant Agreement (hereinafter referred to as the "Agreement") is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and **Benton-Franklin Community Action Committee**, a non-profit corporation organized under the laws of the State of Washington, with its principal offices at 720 W. Court Street, Pasco, WA 99301, (hereinafter "Contractor").

**County's Contact Information/Authorized Representative:**  
 Kyle Sullivan, Administrator  
 Benton and Franklin Counties  
 Department of Human Services  
 7102 W. Okanogan Place, Suite 201  
 Kennewick, WA 99336  
 Phone: (509) 783-5284  
 Fax: (509) 783-5981  
 E-Mail: Kyle.Sullivan@co.benton.wa.us

**Contractor's Contact Information/Authorized Representative:**  
 Judith Gidley, Executive Director  
 Benton Franklin Community Action  
 Committee  
 720 W. Court Street  
 Pasco, WA 99301  
 Phone: (509) 545-4042  
 Fax: (509) 545-9691  
 E-Mail: jgidley@bfcac.org

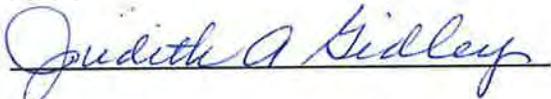
Agreement Start Date ..... September 1, 2016  
 Agreement End Date ..... August 31, 2017  
 Unless this Agreement is terminated sooner as set forth herein.

Consideration ..... Benton County \$62,130.00

Exhibit A ..... Budget  
 Exhibit B ..... Partnership Participation Agreement  
 Exhibit C ..... Coordinated Entry System Guidelines

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

**For the Contractor:**



Title: Executive Director Date 8/31/16

**For Benton County:**

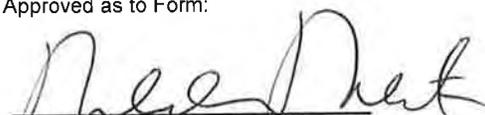
\_\_\_\_\_  
 Benton County Commissioners Date

\_\_\_\_\_  
 Attest: Clerk of the Board

Approved as to Content:

  
 Department of Human Services

Approved as to Form:

  
 Benton County Prosecutor's Office

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## GENERAL TERMS AND CONDITIONS

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### 1. DEFINITIONS

- 1.1. **Benton Franklin HMIS Collaborative** means a county administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Dept. of Commerce HMIS system.
- 1.2. **Client or clients** means individuals who are eligible for services under this Agreement.
- 1.3. **Chronically Homeless Person** means, as defined by HUD, an unaccompanied homeless individual with a disabling condition who either has been continually homeless for a year or more, OR has had at least four episodes of homelessness in the past three years.
- 1.4. **Dept. of Commerce** means the Washington State Department of Commerce.
- 1.5. **Eligibility for Assistance – Definition of Homeless:** Families and individuals who are homeless and eligible clients. HUD defines a homeless person or individual as someone who is living on the street or in an emergency shelter, or who would be living on the street or in an emergency shelter without HUD's homelessness assistance. A person is considered homeless only when he/she resides in one of the places described below:
- a. In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, or on the street;
  - b. In an emergency shelter;
  - c. In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
  - d. In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
  - e. Is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
  - f. Is fleeing a domestic violence housing situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

**Exclusion:** For purposes of this Agreement, the term "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or State law.

- 1.6. **Eligibility Verification and Documentation** means that all agencies that receive Agreement funds are required to maintain adequate documentation of homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A copy of the documentation shall be maintained in the client file and shall be provided to the County upon request.
- a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.
  - b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the participant is living on the street or in short-term emergency shelter. This may include names of organizations or outreach workers who have assisted them in

the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as obtain written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution who previously resided on the street or in an emergency shelter, Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than 31 days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, Contractor shall obtain evidence from the institution's staff that the participant was being discharged within the week before receiving homeless assistance. Obtain information on the income of the participant, what efforts were made to obtain housing, and why, without the homeless assistance, the participant would be living on the street or in an emergency shelter.

For persons fleeing domestic violence, Contractor shall obtain written verification from the participant that he/she is fleeing a domestic violence situation. If a participant is unable to provide verification, the service provider may prepare a written statement about the participant's previous living situation for the participant to sign and date.

- 1.7. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.
- 1.8. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.
- 1.9. **HMIS** means Homeless Management Information System.
- 1.10. **Homeless Housing Plan** means the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.
- 1.11. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.
- 1.12. **HUD** means the United States Department of Housing and Urban Development.
- 1.13. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.
- 1.14. **Metropolitan Statistical Areas** mean geographic entities defined by the U.S. Office of Management and Budget (OMB) for use by Federal statistical agencies in collecting, tabulating, and publishing Federal statistics. The term "Core Based Statistical Area" (CBSA) is a collective term for both metro and micro areas. A metro area contains a core urban area of 50,000 or more population, and a micro area contains an urban core of at least 10,000 (but less than 50,000) population. Each metro or micro area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration (as measured by commuting to work) with the urban core.

- 1.15. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.
- 1.16. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.
- 1.17. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://app.leg.wa.gov/rcw/>.
- 1.18. **Shall** means compliance is mandatory.
- 1.19. **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at <http://www.whitehouse.gov/omb/>.
- 1.20. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.
- 1.21. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.
- 1.22. **USCA** means United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/>.
- 1.23. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- 1.24. **Vulnerable Adult** means a person:
- Who is sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
  - Who has a developmental disability as defined under RCW 71A.10.020; or
  - Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Human Services; or
  - Receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
  - Receiving services from an individual provider as defined under RCW 74.34.020.
- 1.25. **Washington Homeless Census**, also known as an Annual Point in Time Count, means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

**1.26. Washington State Homeless Management Information System** means a database used by the Washington State Department of Commerce and the County for gathering information about homeless individuals in the state to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their individual situations.

**2. AMENDMENT:** This Agreement, or any term or condition of the Agreement, may be modified only by execution of a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

**3. ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

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

**4. AUDIT REQUIREMENT:** The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

**a. Corrective Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

**b. Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

**5. COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.

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

**6. COMPLIANCE WITH HIPAA:** Should the Contractor request or require Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

**7. COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain

protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the Homeless Management Information System utilized by the County.

Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

- 8. CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purpose of the Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated to do so by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receive a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

- 9. DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.
- 10. ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contain all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
- 11. GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.
- 12. HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.
- 13. INDEMNIFICATION:** The Contractor shall hold harmless, indemnify, and defend the Benton and Franklin Counties' Department of Human Services, Benton County, and their officers, officials, employees, and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and

attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Benton and Franklin Counties' Department of Human Services, Benton County, or their officers, officials, employees, or agents.

In any and all claims against the Benton and Franklin Counties' Department of Human Services, Benton County, or their officers, officials, employees, and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. **Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.**

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, errors, or omissions, or breach of any common law, statutory, or other delegated duty by the Contractor, the Contractor's employees, agents, or subcontractors.

**14. INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County, Benton County, or the State of Washington. The Contractor shall not hold out themselves or any of the Contractor's employees as, nor claim status as, an officer, employee, or agent of Benton and Franklin Counties Department of Human Services, the State of Washington, or the County. The Contractor shall not claim for themselves or the Contractor's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless the County and Benton and Franklin Counties Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

**15. INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be cancelled or reduced below the contractual amounts stated herein unless forty-five (45) days prior notice is provided to the County. Contractor shall maintain at Contractor's sole expense, unless otherwise stipulated, the following insurance coverages, insuring the Benton and Franklin Counties' Department of Human Services, Benton County, and their elected and appointed officials, employees, and agents as required herein.

The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the Contractor shall specifically include the Benton and Franklin Counties' Department of Human Services and Benton County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the Benton and Franklin Counties' Department of

Human Services, Benton County, and their elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the County, and their elected and appointed officials, employees, and agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is claims made form, the retroactive date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is claims made, and state the retroactive date. If claims made is the only option, at a minimum, a three (3) year tail coverage shall be maintained after the expiration of this Agreement.

**15.1. Liability Insurance:** The Contractor shall maintain, during the term of this Agreement, Commercial General Liability Insurance Policy Form (CG0001) or equivalent, to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

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

**15.2. Commercial General Liability Policy:** The Contractor shall maintain an endorsement naming the Benton and Franklin Counties' Department of Human Services and Benton County as Additional Insured (CG2010) and an endorsement that specifically states the Commercial General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

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

**15.3. Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (CA0001); or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" for any auto, if commercial auto liability is applicable.

**15.4. Workers' Compensation Insurance:** Contractor shall secure its liability for industrial injuries to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work under this Agreement.

**15.5. Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the Benton and Franklin Counties' Department of Human Services, Benton County, and their officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this Section 15.5 extend only to claims against Contractor by the County, and does not include or extend to claims by Contractor's employees directly against Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

**15.6. Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than

\$1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

- 16. NOTICES:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and contact person and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or email to the Authorized Representative with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.
- 17. ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:
- a. Applicable federal, state, and local law, regulations, rules, and ordinances.
  - b. This Agreement, including all documents attached to or incorporated by reference.
- 18. OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material that the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor; however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.
- 19. PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 20. RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:
- Document the performance of all acts required by law, regulation, or this Agreement;
  - Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
  - Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
  - Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
  - Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

**20.1. Right of Inspection:** The Contractor shall give access to its facilities and records to the County, and their officers, employees, or agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. Failure by the Contractor to

provide access to offices or records, upon reasonable notice, as required by this section shall constitute a substantial breach of this Agreement.

**20.2. Notice of Inspections:** The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

**20.3. Litigation Hold Notice:** In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Contractor pursuant to Section 20 of this Agreement may be of evidentiary value, the County will issue written notice to Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that Contractor receives such written notice, Contractor shall abide by all directions therein whether or not such written notice is received at a time when a contract between Contractor and the County are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 20.

**20.4. Audit Clarification:** In the event the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

**21. REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

**22. RELATIONSHIP OF THE PARTIES:** The Benton and Franklin Counties' Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit the Contractor's contracted services, facilities, programs, or records, "County" refers only to the Benton and Franklin Counties' Department of Human Services.

The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his or her designee.

**23. SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

**24. SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

**25. TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written

notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

- 26. TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement, in whole or in part, for any reason by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered prior to the effective date of termination, in accordance with the terms of this Agreement. The Contractor shall assist in the orderly transfer/transition of all clients served under this Agreement.
- 27. TERMINATION FOR DEFAULT:** The County may terminate this Agreement, in whole or in part, for default by giving written notice of termination to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
- a. Failed to meet or maintain any requirement for contracting with the County;
  - b. Failed to perform under any provision of this Agreement;
  - c. Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
  - d. Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
  - e. Otherwise breached any provision or condition of this Agreement.

Before the County may terminate this Agreement for default, the County shall provide the Contractor with a 10-day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the 10-day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be in jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

- 28. PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

**28.1. Cease Performance:** The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration, and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

**28.2. Delivery of Assets:** The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the face page of this Agreement, all the County's assets (property) in the Contractor's possession, including any material created under the Agreement. If the Contractor fails to return property to the County within ten (10) working days of the termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the possession of the Contractor pending return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

**28.3. Payment of Services:** The County shall be liable and shall pay for only those services that are authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

**28.4. Final Payment:** If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County is entitled to all other remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

**28.5. Transition:** In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

**29. TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or expiration of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

**30. TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

**31. WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement, unless amended in accordance with Section 2 of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by its Authorized Representative. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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## SPECIFIC TERMS AND CONDITIONS

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### 32. DEFINITIONS

**32.1. Benton County Resident** means an individual who, at a minimum, spent the night immediately preceding the day that he or she applies for assistance in Benton County.

**32.2. Income Eligibility:** Only Benton County Residents, who are homeless or at immediate risk of homelessness and who meet income eligibility criteria, may receive services from eligible activities (as that term is defined in Section 32.3) under this Agreement. To be eligible, the person must have an extremely low income, defined as an income at or below thirty (30) percent of the area median income established annually by HUD for the Pasco Metropolitan Statistical Area.

**32.3. Eligible Activities** for Homeless Housing and Assistance funds are defined by RCW 43.185C.050(2):

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;

- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including Washington Homeless Census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and
- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

**32.4. Compliance With Fair Market Rent (FMR) and Occupancy Standards:** Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets Fair Market Rents to assure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties' Department of Human Services according to Public Housing and HUD requirements, and these standards determine the size of a housing unit that a household may occupy.

**32.5. Coordinated Entry System (CES)** means the facilitation of efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. CES uses a uniform intake and basic assessment tool, which includes: collecting required HMIS data; evaluating client housing and service needs; maintaining current housing inventory and space availability; maintaining a comprehensive waiting list, as needed; and screening for eligibility for all partner agency housing and services.

**32.6. Partner Agency Committee (PAC)** consists of all the CES partner agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

**33. ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit all staff or volunteers that have a criminal conviction specified in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in a background check. If it becomes known to the Contractor or the Contractor has reason to believe that an applicant, employee, or volunteer has or may have a disqualifying conviction or finding, as described in RCW 43.43.842, subsequent to the completion date of the most recent criminal background inquiry, the Contractor shall immediately report that finding to the County, and shall immediately remove, and thereafter restrict, the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults, unless otherwise granted written permission by the County's Authorized Representative.

#### **34. CLIENT ELIGIBILITY REQUIREMENTS**

- a. **Client Eligibility:** Only Benton County Residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.
- b. **Eligibility Verification and Documentation:** County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. A self-declaration must be completed, signed, and dated by agency staff. Self-declaration should be used rarely and only when

written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

**35. CLIENT FILES:** All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and if they have been achieved.
- Written progress notes that describe the services provided and staffs' involvement in assisting the client in meeting the goals of his or her plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff person's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that client's rights, including what services and benefits may be expected from the program and client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

**36. CLIENT RIGHTS**

**36.1. Grievance Policy:** The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

**36.2. Client Rights:** The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative, or advocate may also be informed.

**36.3. Individual Rights:** The Contractor shall implement and follow policies and procedures which protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

**37. INTERAGENCY COOPERATION:** Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

**38. ORGANIZATIONAL DESIGN:** The Contractor shall document:

- a written Performance Plan that describes its mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- whether and how training, experience, and expertise of staff relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure which clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

**39. OTHER REQUIREMENTS:**

**39.1. Services and Activities to Minorities and Diverse Populations:** All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention, or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

**39.2. Participation in the Coordinated Entry System:** The Contractor shall participate with Benton and Franklin Counties Department of Human Services in the Coordinated Entry System (CES). Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (see Exhibit B) and shall designate an individual within its organization to be part of the Benton and Franklin Counties Department Human Services Partner Agency Committee (PAC). Contractor shall follow the CES Guidelines set forth in Exhibit C.

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## CONSIDERATION AND PAYMENT PROVISIONS

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**40. CONSIDERATION:** County shall reimburse the Contractor for reasonable costs, not to exceed the maximum amounts of reimbursement set forth below in this section, associated with the performance of activities described in the Statement of Work provisions of this Agreement (see Sections 44 and 45 below) and in accordance with Exhibit A.

### **40.1. RAPID REHOUSING**

- a. **Direct Service Vouchers** are eligible for reimbursement for direct expenses provided during each month between September 1, 2016 and August 31, 2017. The total amount reimbursed shall not exceed \$49,309.00 during the term of this Agreement.
- b. **Program Support Services** are eligible for reimbursement, and may be billed in an amount not to exceed \$821.83 per month between September 1, 2016 and August 31, 2017. The total amount reimbursed shall not exceed \$9,862.00 during the term of this Agreement.
- c. **Administrative Costs** are eligible for reimbursement. Administrative costs, in an amount not to exceed five percent (5%) of the total amount of Direct Services and Program Support Services provided each month, may be billed between September 1, 2016 and August 31, 2017. The total amount reimbursed shall not exceed \$2,958.00 during the term of this Agreement.

**41. BILLING PROCEDURES:** The Contractor shall submit written claims for payments earned on appropriate forms provided by the County, accompanied by verifiable documentation, by the 20th day of each month for services provided during the previous month. The County will either pay the Contractor with County warrants, or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 20th of the month may not be eligible for reimbursement. The final billing for services under this Agreement shall occur no more than sixty (60) days after the termination or expiration date of this Agreement.

### **42. PAYMENT PROVISIONS**

**42.1. Right to Withhold Payment:** The County expressly reserves the right to withhold payment, in whole or in part, when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;

- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

**42.2. Overpayments/Duplicate Payments:** The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

**42.3. Reductions in Funding:** The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

**42.4. Recovery of Costs Claimed in Error:** If the Contractor claims and the County reimburses for expenditures under this Agreement, which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

**42.5. Reimbursement for Services:** If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of \$24.00 per hour and shall not exceed the net total costs for the Supportive Services.

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

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## STATEMENT OF WORK

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**44. Benton and Franklin County Homeless Housing and Assistance Program Description:** In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County in meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness by administering the Benton and Franklin County Homeless Housing and Assistance Program (herein referred to as the "Program"). The Contractor's activities under the Program are limited to those eligible activities identified in RCW 43.185C.050(2), and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). The Program shall serve first-time renters between the ages of 18 and 24 who: (1) are homeless, or are at risk of homelessness; (2) resided in Benton County the night prior to applying for services; and (3) meet the Program's eligibility and documentation requirements.

The Program consists of two separate sections: (1) **Direct Service Vouchers**, a short-term financial assistance program; and (2) **Supportive Services**, consisting of case management specific tasks to assist the County in meeting its overall goal to reduce homelessness.

### 44.1. RAPID REHOUSING

- a. **Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall directly provide financial assistance in the following forms to eligible Benton County

residents who are first-time renters between the ages of 18 and 24. Upon incurring such costs, the Contractor may request reimbursement from the County. To receive reimbursement, the Contractor must provide documentation to the County (for example, in the form of HMIS reports, time and effort logs, etc.) establishing clients' eligibility for any financial assistance received during the term of this Agreement. The total amount of assistance provided by the Contractor may not exceed an amount equivalent to nine (9) months of Fair Market Rent for all households served. The financial assistance that the Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to nine (9) months of rent subsidies based on the Fair Market Rent per household to provide temporary rental assistance to Program participants for purposes of obtaining shelter. Rental vouchers are payable to landlords for persons who are homeless or below thirty (30) percent of the median income or in immediate danger of becoming homeless;
- Rental application vouchers to assist clients in obtaining permanent housing;
- Security deposit in an amount up to two months' rent; and
- Up to nine (9) months of rent subsidies per household to provide temporary rental assistance in order to obtain or retain shelter for Medical Care.

**b. Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the 10-Year Homeless Housing Plan for Benton and Franklin Counties, the Contractor shall directly provide a reasonable level of Supportive Services to the County's eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such Supportive Services provided during the term of this Agreement. Supportive Services shall be reported for billing in increments of fifteen (15) minutes. Documentation of the Supportive Service encounter shall be sufficient in content to support the reported length of service.

The Supportive Services that the Contractor may provide eligible persons are:

- personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing, which shall consist of intake, eligibility screening, and need assessments to eligible program participants;
- personnel assisting clients with obtaining other services (food, childcare, counseling, etc.); and
- brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes.

**45. DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement that Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

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## PERFORMANCE GOALS AND OUTCOMES

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**46. PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:

- to provide supportive services to eligible Benton County clients;
- to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
- to decrease homelessness in Benton County.

**47. OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports, and the Technical Submission within the Bi-County Homeless Housing and Assistance Funds Program Technical Submission and Outcome Evaluation Model attached to this Agreement as Exhibit D.

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## REPORTING AND DELIVERABLES

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- 48. HMIS SYSTEM:** The Contractor shall provide client information on an ongoing basis, and include a HMIS print-out of clients served with each monthly bill on or before the 20th of each month. The Contractor will participate in the Benton Franklin HMIS Collaborative, and the Data Sharing Agreement, and allow the County access to client level data. The Contractor will enter all client information into the HMIS system on an ongoing basis. The Contractor will exit client information from the HMIS system on a timely basis.
- 49. MONTHLY REPORTING:** The Contractor shall provide a written supportive service report, in a format prescribed or approved by the County, to the County on or before the 20th of each month following the month of service delivery.
- a. Supportive Service Report.** The report must summarize for each client information documented in the client file, including:
- Number of service hours;
  - Progress toward individual goals and objectives;
  - Staff involvement in assisting the client in meeting the goals of his or her plan;
  - Barriers encountered during the reporting period; and
  - HMIS documentation.
- 50. CERTIFICATION FILES INFORMATION:** The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to: the Board of Directors' roster; Bylaws; organizational charts; job descriptions; policies and procedures; and licenses.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CENTRAL SERVICES FUND NUMBER 0502-101, DEPARTMENT NUMBER 000.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Information Technology, Auditor, File,

Prepared by: Teri Holmes

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.810	1696	Secretary	\$23,200	518.810	1689	Central Services Supervisor	\$23,200
TOTAL			\$23,200	TOTAL			\$23,200

**Explanation:**

Transfer needed to cover promotion. Original budgeted amount is falling short

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	
<b>MEETING DATE:</b> F/C 9-7-16 B/C 9-20-16	<b>NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Fee for Service Truancy Contract with Finley School District	Executive Contract <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Maria Loera	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school year (September 1, 2016 through June 30, 2017), the Finley School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2016, through July 31, 2017.

**SUMMARY**

Finley has contracted with the Benton-Franklin Counties Juvenile Justice Center to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements for the period beginning September 1, 2016 and ending on July 31, 2017.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Fee for Services Contract with the Finley School District.

**COORDINATION**

Coordination of the contract occurred as follows: Maria Loera, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Lance Hahn, Superintendent of Finley School District and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Finley School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$450.00.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Fee for Services contract with the Finley School District

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

I certify the above information is accurate and complete.

Maria Loera

**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 ON THE FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE FINLEY SCHOOL DISTRICT, and**

**WHEREAS**, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between the Finley School District and Benton-Franklin Counties Juvenile Justice Center be approved as presented; **NOW, THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, the board concurs with the Administrator's recommendation and hereby awards the Fee for Service Contract between the Finley School District and the Juvenile Justice Center in an amount payable to the Counties not to exceed \$450.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Fee for Services Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences September 1, 2016 and expires on July 31, 2017.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016**

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016**

**BENTON COUNTY BOARD OF COMMISSIONERS**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

JUDGES  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell  
Hon. Bruce A. Spanner  
Hon. Alexander C. Ekstrom  
Hon. Jacqueline Shea-Brown

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator  
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

JERRI G. POTTS  
JACQUELINE I. STAM  
PAMELA E. PETERSON  
Court Commissioners

## BENTON-FRANKLIN COUNTIES FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Finley School District, with its principal offices at 224606 E Game RD, Kennewick, WA, 99337 (hereinafter referred to as "District").

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

### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2016, through July 31, 2017, unless terminated prior to that time as provided herein.

### 2. SERVICES PROVIDED

The Counties shall perform the following services:

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

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

### 3. CONTRACT REPRESENTATIVES

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

- A. For District:  
**Lance Hahn**  
**Superintendent**  
**Finley School District**  
**224606 E Game RD**  
**Kennewick WA 99337**  
**Phone: (509) 586-3217**  
**Fax: (509) 586-4408**  
**E-Mail: [lhahn@finleysd.org](mailto:lhahn@finleysd.org)**
- B. For Counties:  
**Darryl Banks**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**  
**Phone: (509) 222-2316**  
**Fax: (509) 222-2311**  
**E-mail: [darryl.banks@co.benton.wa.us](mailto:darryl.banks@co.benton.wa.us)**

### 4. COMPENSATION

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

- A. The District will pay Counties Four Hundred and Fifty Dollars (\$450.00) for the entire Contract period, to be paid in quarterly installments of One Hundred and Twelve Dollars and Fifty Cents (\$112.50) each and processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Four Hundred and Fifty Dollars (\$450.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.
- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for

the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

**5. AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

**6. HOLD HARMLESS AND INDEMNIFICATION**

The District shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

**7. TERMINATION**

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

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.
- B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively

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

**9. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**10. COMPLIANCE WITH LAWS**

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

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

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

**12. DISPUTES**

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

**13. CONFIDENTIALITY**

- A. The District, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The District shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.
- B. Each party, their employees, subcontractors, and their employees shall maintain the confidentiality of all information provided or acquired in performance of this Contract, and each party will promptly notify the other of any request by a third

party for records containing confidential information. Confidential information will not be divulged without the consent of the other party or, pursuant to applicable authority, including without limitation, chapter 42.56 RCW or case law interpreting same. The parties shall promptly give written notice of any judicial proceeding seeking disclosure of such information.

C. **Confidential Student Information.** The Counties acknowledge and understand that their employees may be granted access by the District to confidential information pertaining to District students and that the term “confidential information” means any and all information which is exempt from state and federal public disclosure laws, and/or which is otherwise protected by state and federal law, and which is provided by the Finley School District and/or through its student information database system to authorized employees of the Counties. Such confidential information may include, but is not limited to:

1. Personally identifiable student-related information, including, but not limited to student names; the names of a student’s parent, guardian, or other family members; student and family addresses; personal identifiers such as social security numbers or student numbers; personal characteristics related to student identity; testing and assessment results for students, grade-levels, schools, or the district; and any other personally related student information, or portrayal of student related information in a personally identifiable manner.
2. Information related to student discipline, attendance, log entries, parent/guardian contacts, and other private or sensitive information provided to the district by parents/guardians.

Access to confidential information will be granted to authorized employees of the Counties as determined by the district and such authorizations, to include usernames and passwords, shall not be used by any person other than the individual authorized user. The Counties acknowledge, represent, and warrant direct or indirect making any unauthorized disclosure of any such confidential information to any other person, organization, or entity is strictly prohibited, and will require employees granted authorization by the District to swear or affirm that he/she will not make such unauthorized disclosure, nor will he/she access District student information systems for personal reasons or any reason unrelated to the specific purposes of this Agreement. The Counties understand and acknowledge the District reserves the right to monitor access of the District’s information system by employees of the Counties and the District will terminate County employee access at the district’s discretion. The Counties acknowledge that participation in any unauthorized disclosure of confidential information may result in civil or criminal proceedings and/or penalties.

**14. CHOICE OF LAW, JURISDICTION AND VENUE**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

**15. SUCCESSORS AND ASSIGNS**

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

**16. NONDISCRIMINATION**

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

**17. SEVERABILITY**

- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

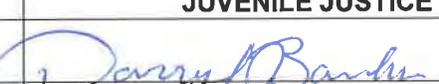
**18. ENTIRE AGREEMENT**

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

**19. NOTICES**

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

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

<b>FINLEY SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
 <b>Lance Hahn</b> Superintendent	 <b>Darryl Banks</b> Administrator
Date: <u>8/15/16</u>	Date: <u>8-2-16</u>
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form:  _____ Stephen Hallstrom, Deputy Prosecuting Attorney      Date	Approved as to Form: _____ Civil Deputy Prosecuting Attorney      Date
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
<b>MEETING DATE:</b> F/C 09-07-16 B/C 09-20-16	<b>NEEDED</b>	
<b>SUBJECT:</b> Fee for Service Truancy Contract with Prosser School District	Executive Contract <u>xx</u>	
<b>Prepared By:</b> Maria Loera	Pass Resolution <u>xx</u>	
<b>Reviewed By:</b> Darryl Banks	Pass Ordinance Pass Motion Other	

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school year (September 1, 2016 through June 30, 2017), the Prosser School District wishes to renew their contract with the Benton-Franklin Counties Juvenile Justice Center so that we may continue to provide services associated with Truancy matters for the term of September 1, 2016, through July 31, 2017.

**SUMMARY**

Prosser has contracted with the Benton-Franklin Counties Juvenile Justice Center to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements for the period beginning September 1, 2016 and ending on July 31, 2017.

**The delay in execution is a result of the signature process.**

**RECOMMENDATION**

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Fee for Services Contract with the Prosser School District.

**COORDINATION**

Coordination of the contract occurred as follows: Maria Loera, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Dr. Ray Tolcacher, Superintendent of Prosser School District, and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Prosser School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$5,505.00.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Fee for Services contract with the Prosser School District.

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse. I certify the above information is accurate and complete.

Maria Loera

**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 ON THE FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE PROSSER SCHOOL DISTRICT, and**

**WHEREAS**, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between the Prosser School District and Benton-Franklin Counties Juvenile Justice Center be approved as presented. **NOW, THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, the boards concur with the Administrator's recommendation and hereby awards the Fee for Service Contract between the Prosser School District and the Juvenile Justice Center in an amount payable to the Counties not to exceed \$5,505.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Fee for Services Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences September 1, 2016 and expires on July 31, 2017.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016**

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016**

**BENTON COUNTY BOARD OF COMMISSIONERS**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

JUDGES  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell  
Hon. Bruce A. Spanner  
Hon. Alexander C. Ekstrom  
Hon. Jacqueline Shea-Brown

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator  
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

JERRI G. POTTS  
JACQUELINE I. STAM  
PAMELA E. PETERSON  
Court Commissioners

## BENTON-FRANKLIN COUNTIES FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Prosser School District, with its principal offices at 1126 Meade Avenue, Suite A, Prosser, WA, 99350, (hereinafter referred to as "District").

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

### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2016, through July 31, 2017, unless terminated prior to that time as provided herein.

### 2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 170 hours at \$15.00 per hour.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.

- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.
- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

### 3. CONTRACT REPRESENTATIVES

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

- A. For District: **Dr. Ray Tolcacher**  
**Superintendent**  
**Prosser School District**  
**1126 Meade Avenue, Suite A**  
**Prosser WA 99350**  
**Phone: (509) 786-3323**  
**Fax: (509) 786-2062**  
**E-mail: [ray.tolcacher@prosserschools.org](mailto:ray.tolcacher@prosserschools.org)**
- B. For Counties: **Darryl Banks**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**  
**Phone: (509) 222-2316**  
**Fax: (509) 222-2311**  
**E-mail: [darryl.banks@co.benton.wa.us](mailto:darryl.banks@co.benton.wa.us)**

### 4. COMPENSATION

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

- A. The District will pay Counties Five Thousand Five Hundred and Five Dollars (\$5,505.00), which includes up to Two Thousand Five Hundred and Fifty Dollars (\$2,550.00) for tracker services for the entire contract period, to be paid in quarterly installments of One Thousand Three Hundred and Seventy-Six Dollars and Twenty-Five Cents (\$1,376.25) each, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Five Thousand Five Hundred and Five Dollars (\$5,505.00).

- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.
- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

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## **6. HOLD HARMLESS AND INDEMNIFICATION**

The District shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

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- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

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- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.
- B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

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

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**12. DISPUTES**

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

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1. Personally identifiable student-related information, including, but not limited to student names; the names of a student’s parent, guardian, or other family members; student and family addresses; personal identifiers such as social security numbers or student numbers; personal characteristics related to student identity; testing and assessment results for students, grade-levels, schools, or the district; and any other personally related student information, or portrayal of student related information in a personally identifiable manner.
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Access to confidential information will be granted to authorized employees of the Counties as determined by the district and such authorizations, to include usernames and passwords, shall not be used by any person other than the individual authorized user. The Counties acknowledge, represent, and warrant direct or indirect making any unauthorized disclosure of any such confidential information to any other person, organization, or entity is strictly prohibited, and will require employees granted authorization by the District to swear or affirm that he/she will not make such unauthorized disclosure, nor will he/she access District student information systems for personal reasons or any reason unrelated to the specific purposes of this Agreement. The Counties understand and acknowledge the District reserves the right to monitor access of the District’s information system by employees of the Counties and the District will terminate County employee access at the district’s discretion. The Counties acknowledge that

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

**16. NONDISCRIMINATION**

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

**17. SEVERABILITY**

- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**18. ENTIRE AGREEMENT**

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

**19. NOTICES**

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

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

<b>PROSSER SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
Dr. Ray Tolcacher Superintendent	Darryl Banks Administrator
Date <u>8/23/2016</u>	Date <u>8-2-16</u>
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form: 	Approved as to Form: _____
Stephen Hallstrom, Deputy Prosecuting Attorney      Date	Civil Deputy Prosecuting Attorney      Date
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
JUVENILE CENTER FUND NUMBER 0115101, DEPARTMENT NUMBER 173

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor

Prepared by: J. Bowe

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept

TRANSFER TO: Dept

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
173.527.400	4103	Professional Services	\$27,500	173.594.270	6410	Capital Outlay	\$27,500
<b>TOTAL</b>			<b>\$27,500</b>	<b>TOTAL</b>			<b>\$27,500</b>

**Explanation:**  
 Line item transfer necessary to purchase one 2014 Econoline 3500 15 Passenger Van as approved by Franklin County on August 31, 2016 Resolution No. 2016-326 and Benton County on September 13, 2016 Resolution No. 2016-679.

Prepared by:

Date:

Approved  Denied

---

Chairman

Date: \_\_\_\_\_

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Member

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Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	September 13, 2016	Execute Contract	<u>X</u>	Consent Agenda	<u>X</u>
Subject:	Grievance Arbitration Settlement & Release	Pass Resolution	<u>X</u>	Public Hearing	_____
Prepared by:	C. Fraley	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	S. Hallstrom	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION:** Negotiators for Benton and Franklin Counties negotiated and reached an agreement with Teamsters Union Local 839 regarding implementation of the arbitrator’s make whole remedy in the Garza Grievance Arbitration.

**SUMMARY:** See above.

**RECOMMENDATION:** Approve a resolution approving Grievance Arbitration Settlement Agreement and Release, and authorizing board members to sign same.

**FISCAL IMPACT:** Fiscal impact will be absorbed by and through current budget appropriations for Juvenile Justice.

**MOTION:** I move that we approve the resolution authorizing the Chairman of the Board to sign the Resolution and the Grievance Arbitration Settlement Agreement and Release.

**JOINT RESOLUTION**

**BENTON COUNTY RESOLUTION \_\_\_\_\_**

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

**BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON  
FRANKLIN COUNTIES, WASHINGTON**

***GRIEVANCE ARBITRATION SETTLEMENT AGREEMENT AND RELEASE***

**WHEREAS**, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Teamsters Union Local 839 regarding implementation of the arbitrator’s make whole remedy in the Garza Grievance Arbitration; and

**WHEREAS**, the Boards of Benton and Franklin County Commissioners deem the attached Grievance Arbitration Settlement Agreement and Release to be in the best interests of Benton and Franklin Counties.

**NOW, THEREFORE IT IS HEREBY RESOLVED** the Boards of Benton and Franklin County Commissioners hereby approve the attached Grievance Arbitration Settlement Agreement and Release as negotiated, and are authorized to sign the same.

**BOARD OF BENTON COUNTY  
COMMISSIONERS**

**BOARD OF FRANKLIN COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro-Tem

\_\_\_\_\_  
Chair Pro-Tem

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**Attest:**

**Attest:**

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Clerk to the Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Tuesday, September 20, 2016  Subject: Prepared by: M. Ault, C. Fraley Reviewed by: R. Lukson	Execute Contract <u>  X  </u> Pass Resolution <u>  X  </u> Pass Ordinance <u>      </u> Pass Motion <u>      </u> Other Scheduled Business	Consent Agenda <u>  X  </u> Public Hearing <u>      </u> 1st Discussion <u>      </u> 2nd Discussion <u>      </u> Other <u>      </u>

**BACKGROUND INFORMATION**

We are requesting approval for an Imaging Contract with CI Information Management.

**SUMMARY**

Because of new construction needs, the Prosecutor's Office had to remove their files from the back storage room in the Justice Center and from the Health Department. Since no storage area could be located at the Benton County Justice Center, the Benton County Prosecutor's Office, with approval from the Benton County Commissioners, entered into a contract with CI Information Management for storage and retrieval of our files under Resolution 2016-194 (attached.) Due to unforeseen high demand of retrieving necessary files, it was determined that the files needed to be scanned into our local Benton County server for easy access and to reduce retrieval and storage costs. Since CI Information Management is storing our files off site, it is most efficient and economical to have them scan our files as well.

**RECOMMENDATION**

Approve a resolution authorizing the Chairman of the Board to sign the Resolution and the Imaging Contract with CI Information Management.

**FISCAL IMPACT**

CI Information Management indicates the total cost of the project will be \$398,562 over 36 months for 2160 boxes. This breaks down to a total of \$184.42 per box.

**MOTION**

I move that we approve the resolution authorizing the Chairman of the Board to sign the Resolution and the Imaging Contract with CI Information Management.

**RESOLUTION**

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

**IN THE MATTER OF SIGNING A DOCUMENT MANAGEMENT SERVICE AGREEMENT FOR SCANNING PROSECUTOR'S OFFICE BOXES LOCATED AT CI INFORMATION MANAGEMENT SERVICE CENTER BETWEEN CI SUPPORT, LLC, DBA CI INFORMATION MANAGEMENT COMPANY, AND BENTON COUNTY, WASHINGTON**

**WHEREAS**, Benton County uses Local Government Common Records Retention Schedules (CORE) along with other approved schedules for the destruction and/or transfer of public record documentation to scan, toss, and archive; and

**WHEREAS**, the Prosecutor's Office previously stored files in the Benton County Justice Center and Health Department; and

**WHEREAS**, there is no longer storage space available within County facilities for these files, and with Benton County Board of Commissioner approval, 2160 boxes were sent to CI Information Management for storage; and

**WHEREAS**, while there has been an ongoing effort to scan, toss and archive records, there are 2160 boxes of records stored at CI Information Management which require scanning to save the County the time and money of physically accessing the records at CI Information Management;

**NOW THEREFORE,**

**BE IT RESOLVED** all Prosecuting Attorney's Office boxes located at CI Information Management, 411 West Railroad Avenue, Kennewick, WA 99336, to be scanned and purged, as appropriate.

**BE IT FURTHER RESOLVED**, this service agreement will be in effect for the sooner of project completion or thirty-six (36) months, effective the date of the last signature on the CI Information Management service agreement.

**BE IT FURTHER RESOLVED**, the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the CI Information Management Service Agreement on behalf of Benton County.

Dated this . . . . . day of . . . . . , 2016

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

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

Attest: . . . . .  
Clerk of the Board

Original: PA  
Cc: Auditor, Commissioners, LSK,



## **Document Imaging Project Service Agreement:**

This Document Imaging Project Service Agreement (the "Agreement") is entered into by and between the "Client" and "Vendor"(as specified below) and effective as of the date noted by the signature of an authorized representative of the Client, and provides for certain document imaging services to Client.

### **Client:**

Benton County, by and for the  
Benton County Prosecutor's Office  
Margaret Ault  
620 Market St.  
Prosser, WA 99350

### **Vendor:**

CI Support, LLC,  
dba CI Information Management  
Jeff Thompson  
411 West Railroad Ave.  
Kennewick, WA 99336

## **1. Services:**

Client hereby engages Vendor to perform certain document imaging services (the "Services"), as specifically noted on Exhibit A which is incorporated by reference. Vendor agrees to provide all services in accordance with the State scanning requirements set forth in Exhibit B which is incorporated by reference. Client will receive a credit for all records request services billed under the Records Storage Agreement between the parties dated March 15, 2016, up to \$400.00 per month for the duration of the imaging project set forth herein.

## **2. Term:**

The term of this Agreement shall begin upon execution by all parties, and shall continue until the sooner of completion of the document imaging Project, or thirty six (36) months. Client may terminate this Agreement upon thirty (30) days written notice to Vendor. It is acknowledged that Vendor's failure, and any failures of its subcontractors, to complete the services provided herein within 36 months of execution of this Agreement will cause substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Client for actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Vendor agrees that liquidated damages may be assessed and recovered by the Client against Vendor, in the event of delayed completion without the County being required to present any evidence of the amount or character of actual damages in the amount of two hundred dollars and zero cents (\$200.00) for each day that the project is not complete beyond the time allotted herein. The date for project completion may only be extended by mutual agreement between the parties in writing. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Vendor shall pay them to the Client without limiting the Client's right to terminate this Agreement as set forth herein.

### **3. Project Billing and Payment:**

(a) Pursuant to Exhibit A, Vendor will invoice Client at the beginning of each month a pro-rated portion of the total scanning project cost in the amount of eleven thousand seventy one dollars and sixteen cents (\$11,071.16) (\$398,562/36 months). Any additional services requested by Client above and beyond those set out in the fixed quote set forth in Exhibit A shall be billed separately by Vendor.

(b) Invoices are payable upon receipt. Payments over forty-five (45) days late may be assessed a late payment fee of 1.5% per month on the base invoice charge.

(c) Upon termination of the Agreement, for any reason, by the Client before the completion of the Services, Client shall pay all amounts due for Services provided by Vendor through the date of termination.

### **4. Confidential Information:**

Vendor will not disclose any Client business information obtained while performing the Services required under this Agreement. Vendor shall exercise that degree of care in safeguarding the records entrusted to it by Client which a reasonable and careful company would exercise with respect to similar records of its own.

### **5. Client Representations and Warranties:**

(a) the scanning, imaging or otherwise reproducing the records of the Client by Vendor pursuant to this Agreement will not infringe or otherwise violate any intellectual property rights of any third parties;

(b) the scanning, imaging or otherwise reproducing the records of the Client by Vendor will not violate any applicable laws;

(c) Client has full power and authority to enter into this Agreement;

(d) the scanning, imaging or otherwise reproducing the records of the Client by Vendor pursuant to this Agreement will not violate, conflict with, or result in a breach of, any agreement to which the Client is a party, or by which Client's assets may be bound or affected;

(e) the scanning, imaging or otherwise reproducing the records of the Client by Vendor pursuant to this Agreement does not require the consent of any governmental or regulatory agency or any other third party.

(f) Client has full authority to control and electronically store any images under this Agreement and no image to be stored under this Agreement shall be owned by a party other than Client, except as agreed to by Vendor;

(g) Client will provide a list of authorized representatives of Client, together with list of authorization rights of each representative with respect to the access of images stored electronically, to this Agreement and the Services, with any changes to such list to be provided, in writing, to Vendor, of any additional authorized individuals.

### **6. Indemnification:**

Vendor shall hold harmless, indemnify and defend Client, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of Vendor or its subcontractors, which arise in connection with its work performed under this Agreement, or are caused or occasioned in whole or in part by reason of the presence of Vendor or its subcontractors or their property upon or in the proximity of the property of Client.

Client shall hold harmless, indemnify and defend Vendor, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of Client or its subcontractors, which arise in connection with its work performed under this Agreement, or are caused or occasioned in whole or in part by reason of the presence of Client or its subcontractors or their property upon or in the proximity of the property of Vendor.

#### **7. Limitation of Liability:**

(a) Vendor shall be liable for loss or damage to items provided to Vendor by Client under this Agreement only when such loss or damage is caused solely by the negligence or willful misconduct of Vendor. In the event Vendor is determined to be liable for loss or damage, such loss or damage is further limited as follows:

(i) In the event the damaged items consist of boxes of paper records, the liability of Vendor is expressly limited to the replacement of the physical box or container which is damaged or destroyed without any consideration or value whatsoever given to any data or information which may be contained in such paper records, as such amounts are further limited by applicable insurance proceeds described in Section 7;

(ii) In the event the damaged items consist of documents stored electronically, Vendor liability is expressly limited to the costs of recapture or restoring electronically stored items from back-up or from original documents, as such amounts are further limited by the applicable insurance proceeds described in Section 7;

(iii) The Client acknowledges that Vendor has in effect and shall maintain casualty and extended coverage insurance covering loss or damage to the Client's property incurred as a result of the negligence or willful misconduct of Vendor with respect to paper records stored, in the amount of \$2.00 per unit stored, with respect to documents stored electronically an amount not to exceed \$2,500.00 per any one occurrence, in recreating, gathering and assembling such electronic data.

(iv) the Client acknowledges that the liability of Vendor for claims, losses or damages incurred by Client as a result of a casualty involving damage to Client's property shall in no event exceed and is expressly limited to the available insurance proceeds described in Section 7(a)(iii) above. Upon Client's request, Vendor will furnish Client proof of insurance coverage for all items belonging to Client provided to Vendor pursuant to this Agreement.

(v) the client acknowledges that the Vendor also has in effect and shall maintain professional liability/errors and omissions insurance covering, among other things, the cost and expense incurred in connection with a data or information security breach. The Client acknowledges that Vendor shall only be liable for any claims, losses, costs, expenses or damages incurred in connection with a data or information security breach resulting solely from the negligence or willful misconduct of Vendor and any such liability shall not exceed an amount equal to the available insurance proceeds from such professional liability/errors and omissions insurance policy.

(b) Client acknowledges that it may carry its own insurance coverage on its property provided to Vendor pursuant to this Agreement and such insurance shall be in addition to any insurance coverage provided by Vendor. Client is encouraged to review its own insurance coverage to determine the applicability of such coverage to the property it intends to provide to Vendor pursuant to the Agreement.

(c) Neither Vendor nor Client shall be liable to the other party for any special, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of use of data or information regardless of the form of the claim and regardless of whether any such damages were foreseeable.

(d) Client acknowledges that it is Client's responsibility to promptly review the scanned images delivered by Vendor for acceptability and completeness. Should Client believe that Vendor failed to perform all of its obligations under this Agreement, Client shall provide written notice to Vendor describing in reasonable detail the failure of Vendor to adequately perform its obligations hereunder and such notice shall be delivered to Vendor by no later than ninety (90) days following Vendor's delivery of the scanned images. Upon timely receipt of such notice by Vendor, Vendor shall use its commercially reasonable efforts to re-scan and such re-scanning by Vendor shall be the sole remedy of the Client for any failures to provide acceptable scanned images.

#### **8. Miscellaneous:**

(a) All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient, sent to the recipient by reputable overnight courier service (charges prepaid), mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid or sent via facsimile with a copy mailed to the recipient. Such notices, demands and other communications shall be sent to the parties at the addresses indicated in the authorized signature section of this Agreement.

(b) This Agreement (consisting of all exhibits and schedules attached and the Project Acceptance Agreement) constitutes the entire agreement between Vendor and Client with respect to the subject matter of this Agreement for the Benton County Prosecutor's Office, and supersedes all previous agreements between them with respect to the subject matter hereof with respect to document imaging. No change, amendment, supplement, modification, waiver or discharge of any provision of this Agreement shall be valid unless in writing and executed by both parties.

(c) This Agreement shall be governed by the laws of the State of Washington without giving effect to its conflicts or law provisions.

(d) All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

**9. Authorized Signatures:**

Accepted By:

Presented By:

**Client Authorized Representative:**

**CI Information Management:**

Name: \_\_\_\_\_

Name: Jeff Thompson

Signature: \_\_\_\_\_

Signature: Jeff Thompson

Title: \_\_\_\_\_

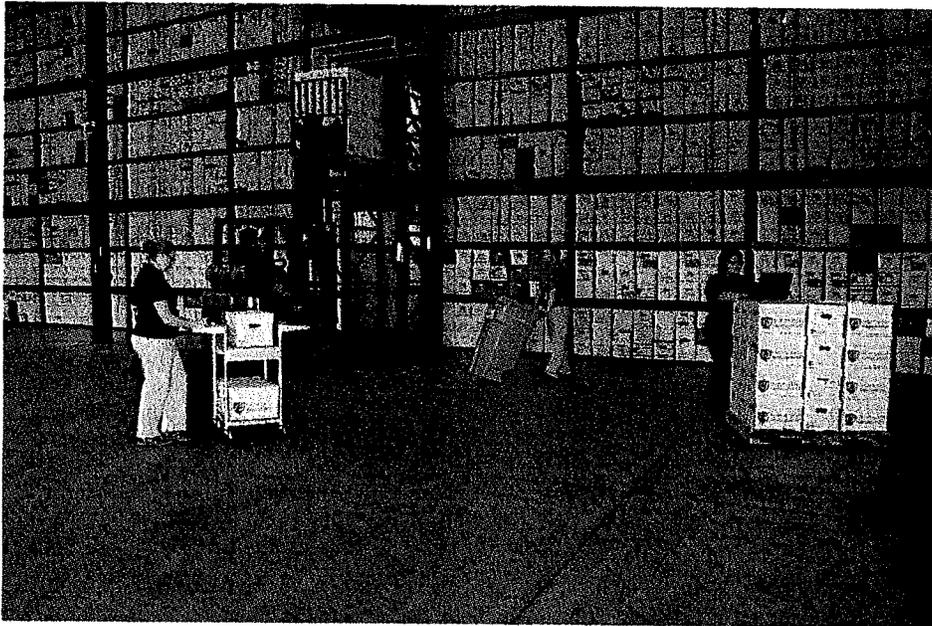
Title: Director of Operations

Date: \_\_\_\_\_

Client # Assigned BCO-016

# *Information Management*

 **Columbia  
Industries**  
*Your Partner for Success!*



## EXHIBIT A

### **Imaging Services Proposal**

Prepared for:  
*Benton County PA Office*  
August 25, 2016

Prepared By: CI Information Management

## Imaging Services Proposal

CI Information Management (CIIM) is a full-service Records Storage and Imaging Center. CIIM keeps your company compliant with state and federal laws while giving you easy access to all of your files.

### Initial Imaging Projections

From our recent meeting, we have mutually agreed that you have *2,160 boxes* that need scanning services. Imaging will include the following:

- Imaging / Capture
- Prep time
- Indexing
- Transfer to Digital Media
- Secure Document Destruction

### PA Files by Department

1. Administrative boxes 75 x \$184.52 per box = \$13,839
  - Includes destruction of 75 boxes
2. Civil boxes 178 x \$184.52 per box = \$32,844.56
3. District Court boxes 350 x \$184.52 per box = \$64,582
  - Includes destruction of 159 boxes
4. ENTF boxes 107 x \$184.52 per box = \$19,743.64
5. Felony boxes 1,450 x \$184.52 per box = \$267,554
  - Includes destruction of 286 boxes

**Total Price \$398,562 over 36 months including W.S.S.T., if applicable**

*Total project cost is \$398,562 over 36 months for 2,160 boxes including W.S.S.T., if applicable. This breaks down to a fixed price of \$184.52 per box. This pricing reflects all 5 listed department's boxes being scanned. After project specifications and guidelines are provided to CIIM by Benton County's PA office and we have receive a signed contract as well as authorization to start the project, we will have all work complete within 36 months. Any boxes requested to be scanned by Client above the quoted 2,160 to be scanned will be billed at the rate of \$184.52 per 1.2 cu. ft. box. Boxes with sizes other than standard 1.2 cu. ft. will be charged pro-rata to their size. Any of the 2160 boxes specified by Client to be shredded will be billed at no charge.*

## Columbia Industries-Our Mission

Your dollars, will be assisting individuals with disabilities to reach their full potential. Columbia Industries, a 501 C (3) company, serves on average 150 clients per year, who often attain skills never believed possible because of the services available to them. Together, we can make a difference.

*Thank you*

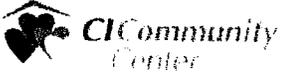




**Columbia Industries**  
*Your Partner for Success!*

**CI Information Management is a Columbia Industries company.**

Our **'Family of Services'** provide ever-expanding and best-in-class services to help people with disabilities and other barriers to achieve personal success.



CI Community Center



CI Employment Services



CI Federal Building



CI Solutions

### **Exhibit B: Washington State scanning standards**

All Imaging services performed by Vendor will meet the scanning standards set forth by the Washington State Archives, including but not limited to: Chapter 40.14 RCW, Preservation and Destruction of Public Records; Chapter 434-662 WAC, Preservation of Electronic Records; and Chapter 434-663 WAC, Imaging Systems, Standards for Accuracy and Durability.

To that effect, Vendor agrees to the following:

1. Records shall be scanned and verified in a systematic and consistent fashion that ensures a complete and accurate copy of the source. Records that are not completely and accurately captured must not be destroyed. Vendor is assured by Client that all records scanned and subsequently requested to be destroyed by Client are Non-Archival in nature.
2. Vendor shall develop written quality control procedures and work instructions to ensure a consistent capture of complete and accurate copies of original records. Vendor shall train all staff with scanning responsibilities to ensure that they adhere to these requirements and procedures.
3. Quality control procedures will be implemented to ensure capture of complete and accurate copies. These quality controls will include, but not be limited to:
  - (i) Enhancements or other manipulations of the scanned images (such as de-skew, de-speckle, etc.) in order to improve the quality of the resulting image.
  - (ii) Routine use of scanning targets to verify configuration settings.
  - (iii) Visual comparisons and inspections of each imaged record and source document, or of selected images and source documents.
  - (iv) Regular calibration and testing of systems and scanners.
  - (v) Periodic checks that the indexing/metadata is accurate and appropriate.
  - (vi) In instances where a complete and accurate image cannot be obtained and verified and the source document must be retained for the entire minimum retention period, the image should be labeled or tagged as "best scan possible".
  - (vii) In instances where the content of the source document is not completely legible (faded receipt, coffee stain covering information, etc.), the source document must be retained for the entire minimum retention period. (If the image is *more* legible than the source document, retention of the source document is not necessary.)
4. Short-term records (six years or less) will be imaged with an acceptable industry-standard file format (PDF, JPEG or TIFF).
5. Long-term records (over six years of anticipated storage) will be images with an acceptable industry-standard lossless file format such as TIFF or PNG.
6. All black and white documents containing fonts no smaller than 6-point and grayscale records will be scanned with a resolution of at least 200 dpi.
7. All black and white maps, engineering drawings, and other bitonal documents containing fonts smaller than 6-point, fine detail, or poor contrast, scanned with a resolution of at least 300 dpi.
8. All color records will be scanned with a resolution of at least 150 dpi, acknowledging that 300 dpi is preferred.

# RESOLUTION

2016 194

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

**IN THE MATTER OF SIGNING AN INFORMATION MANAGEMENT SERVICE AGREEMENT BETWEEN CI SUPPORT, LLC, DBA CI INFORMATION MANAGEMENT COMPANY AND BENTON COUNTY, WASHINGTON**

**WHEREAS**, Benton County Offices and Departments use Local Government Common Records Retention Schedules (CORE) along with other approved schedules for the destruction and or transfer of public record documentation to scan, toss, and archive; and

**WHEREAS**, while there has been an on-going effort to scan, toss and archive records, there are still several years of records boxed and stored in prime unfinished space within Benton County's numerous facilities; and

**WHEREAS**, there is no longer storage space located with Benton County's facilities and the prime unfinished space, currently being utilized by boxes, needs to be turned into office space due to the number of new hires and programs established by the passing of the public safety tax in November 2014; and

**WHEREAS**, the Commissioners' Office worked with both the Clerk and Prosecuting Attorney to determine each office's specific current and future records retention schedule requirements; and

**WHEREAS**, the Clerk's Office searched for available companies, companies that were located in the Tri-Cities area and could meet the records retention schedule requirements;  
**NOW, THEREFORE**

**BE IT RESOLVED** all current Clerk and Prosecuting Attorney Office's boxes located in the unfinished areas of the Kennewick Justice Center 2<sup>nd</sup> floor and Benton-Franklin Health District Building be moved and stored by CI Information Management at their secured storage facility located in Kennewick; and

**BE IT FURTHER RESOLVED**, this service agreement will be in effect for a period of three (3) years effective the date of the last signature on the CI Information Management Service Agreement.

**BE IT FURTHER RESOLVED**, the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the CI Information Management Service Agreement on behalf of Benton County.

Dated this 15 day of October, 2016.



Chairman of the Board



Chairman Pro-Tem

**JEROME DELVIN - ABSENT**

Member

Attest:   
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County, Washington



P.O. Box 7346 - Kennewick, WA 99336 - 509-586-6090

## Information Management Service Agreement

This Information Management Agreement ("Agreement") is entered into as of this 15, day of March, 2016 ("Effective Date") by and between CI Support, LLC, dba CI Information Management (Company), having a place of business at 900 S. Dayton, Kennewick, WA 99336 ("Company") and Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 ("Client").

**I. RECORDS MANAGEMENT SERVICES** - Company hereby agrees to accept for storage and to service under its management system such materials (Stored Material) as Records, Media, and/or Materials Client requests, subject to all terms and conditions herein, including those incorporated as attachments hereof. Client agrees to pay Company for its services according to Company's current rate schedule, or any revisions thereto. The attached Schedule A- Information Management and Document Destruction Fee Schedule, Schedule B- Standard Storage & Operating Procedures, Schedule C- "FACT Act" or "FACTA" Affidavit, Schedule E- "HIPPA" or Business Associate Agreement, are incorporated herein and made a part hereof. Unless modified by specific provisions set forth in Schedule A, B, C, or E the following terms and conditions shall apply to this Agreement.

**I.1. STORED MATERIAL** - From and after the effective date for the time period set forth in Section IV.1, the Company shall store Client's marked boxes at a secure storage facility located in Kennewick WA 99336 and service the Stored Records, Media and/or Material as set forth herein as identified on Client's Intake Transmittal Form. Client and Company may modify or add to the record materials included in the Schedule of Stored Materials. Such additional Stored Material shall, unless otherwise agreed in writing, be deemed to be held under the same terms and conditions as the Stored Material.

**I.2. ACCESS TO STORED MATERIAL -**

- a. Stored Material and information contained in said Stored Material shall be delivered only to Client's Authorized Representatives as stated in Client's Authorized Representative form which may be amended at any time by mutual agreement of the parties. Client represents that the Authorized Representatives have full authority to personally access Stored Material at Company's facility, order any service for the removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, or in writing.
- b. When any Stored Material is ordered out, a reasonable time shall be given to the Company to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, extreme weather or other reason beyond the Company's control, or because of loss or destruction of goods for which the Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions or services.
- c. The Company reserves the right to deny access to or delivery of Stored Material until such time as Client has cured any default under this Agreement.
- d. Authorized representatives of Client shall have the right at reasonable times and upon reasonable notice to examine the records and/or media and compilations of data of the Company which pertain to the performance of the provisions of the Agreement.
- e. The Company shall not be liable for damage to Client materials in transit, or to items which may receive sudden and accidental damage, pursuant to conditions specified in Section III.
- f. The Company shall have no liability to Client by granting access to any Records to any person authorized under this Section, unless the Company receives prior notice revoking the authorization.

**I.3. DECLARATION OF EXCESS VALUATION** - Client declares that the valuation of deposits made hereunder is \$2.00 per carton, container, disk, tape, or disk pack and agrees to pay an additional monthly rate of \$\_\_\_\_\_ per \$1000.00 of declared Excess Valuation, of which payment shall be made simultaneously with the normal monthly rate specified herein. The Company may, at its discretion, elect to repair, replace or restore lost or damaged property up to the valuation declared by the Client, whether the property is lost in whole or in part. Client shall cause its insurers of deposits to waive any right of against the Company.

[Signature]  
(Client Signature)

3-15-2016  
(Date)

**I.4. DISPOSAL OF RECORDS****I.4.1. FACTA** - This Agreement adopts the standard of proper disposal set forth in the Federal Trade Commission's Rule, "Disposal of Consumer Report Information and Records" (16 CFR Part 682), hereinafter referred to as the "FTC Disposal Rule", (Schedule C). At the time of signing this Agreement Client shall sign, or designate an Authorized Representative of the Client to sign a copy of the attached Fair and Accurate Credit Transactions Act ("FACT Act" or "FACTA") Affidavit (Schedule C).

**I.4.1. PROCEDURE** - Upon written instruction from the Client or its Authorized Representatives, the Company may facilitate proper disposal of Stored Material. The Client releases the Company from all liability by reason of the destruction of such Stored Material pursuant to such authority or notice. The Company shall facilitate such proper disposal in accordance with the FTC Disposal Rule requirements in effect at the time of the final disposition by means of shredding at the rates set forth in Schedule A.

**II. RATES** - Client agrees to pay Company for its services according the attached Schedule A with the exception of the following services provided to Client within 90 days of execution: (1) Client, through the Benton County Prosecutor's Office (including the Child Support Division), will be provided by Company with the equivalent of 1500 1.2cf boxes worth of Initial Intake Records Services free of charge with the exception of a \$100 delivery truck fee per pickup; (2) Client, through the Benton County Clerk's Office, will be provided by Company with the equivalent of 2500 1.2cf boxes worth of Initial Intake Records Services free of charge with the exception of a \$100 delivery truck fee per pickup. For purposes of this section Initial Intake Records Services includes all fees incurred by Company associated with the initial intake of records, including but not limited to, providing boxes for storage, removal of boxes and bins from the Client's premises, transportation to Company records storage facility, receiving, verifying, and shelving boxes, providing bar code labels for each box, as well as importing Client's inventory supply list. Furthermore, all fees set forth in Schedule A associated with the viewing and access of records shall not apply to records stored by Company for Client, through the Benton County Prosecutor's Office (with the exception of records stored for the Child Support Division which will be charged pursuant to Schedule A), while Company is performing scanning services pursuant to a separate agreement. Said waiver of fees by Company is up to a maximum of five (5) hours of viewing time at Company's secure storage facility per month by the Benton County Prosecuting Attorney's Office (excluding the Child Support Division), and no more than twenty-five (25) boxes accessed during those five (5) hours, with no more than fifteen (15) boxes delivered to Client next day delivery once a month free of charge. Said waiver of fees is contingent on Client entering into a separate scanning agreement with Company for the scanning of all boxes stored for the Benton County Prosecuting Attorney's Office (excluding records stored for the Child Support Division), and lasts until the full performance of scanning services by Company at which time the fees associated with the viewing and access of records set forth in Schedule A will go into effect. Client and Company believe execution of, and commencement of operations under the scanning agreement referenced in this section will be completed within 90 days of execution of this storage agreement. If the separate scanning agreement is not executed within 90 days of this agreement's execution the fees set forth in Schedule A will immediately go into effect thereafter. Fees may increase, and will be accepted by Client up to three percent (3%) per year. Monthly storage/retention charges shall be due in advance. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to Schedule A. Company reserves the right to request amendment of Schedule A in the event of an unexpected and severe increase in vendor-driven operating expenses which are beyond the control of Company. Additional service charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges. If the Client fails to pay the charges when due, Client shall be liable for late charges at the rate of 5% per annum.

### **III. LIMITATIONS OF LIABILITY**

**III.1. STORED MATERIAL** - The Company shall not be liable for any loss or damage to Stored Material, however caused, unless such loss or damage resulted from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. The Company is not responsible for the repair, replacement or restoration of lost or damaged property, subject to the conditions and limitations imposed by this Agreement. Company's liability if any, for loss damage, or destruction to part or all of the Stored Material stored hereunder shall be limited to \$2.00 per carton, cubic foot, container, X-ray, disk, tape, disk pack or hard drive which amount Client declares to be the value of Stored Materials, unless Client declares an excess valuation and pays an additional monthly charge for said excess valuation, as provided in Section I.3. In such case, Company liability shall be limited to the amount of the excess valuation per carton, cubic foot, container, X-ray, disk, tape, disk pack or hard drive. Such limitation of liability shall apply irrespective of the cause of loss, damage, or destruction of the Stored Material. The Company accepts no liability for the deterioration of media in storage. Client shall cause its insurers of deposits to waive any right of subrogation against the Company.

**III.2. CLAIMS FOR LOSS** - Claims by the Client for loss, damage, or destruction must be presented in writing to the Company within a reasonable time and in no event longer than one hundred eighty (180) days after Client is notified by the Company or otherwise receives notice that loss, damage or destruction to part or all of the Stored Material has occurred.

**III.3. COMMON CARRIER** - Although some ancillary transportation may be furnished in connection with the delivery and pickup of Stored Material and other services, the Company is not and shall not be deemed a contract or common carrier, and the limitations on liability and claims procedure in this Agreement shall apply to any such ancillary transportation services.

#### **IV. TERM AND TERMINATION**

**IV.1. TERM AND RENEWAL** - The Initial Term of this Agreement shall commence as of the Effective Date first set forth above and continue for three (3) years. After the Initial Term, the term shall be automatically extended and be renewed for no more than four successive periods of one year each (a "Renewal Term") unless either party gives notice to the other of termination, in writing, at least sixty (60) days in advance of expiration of the Initial Term or Renewal Term. Upon giving such notice, this Agreement shall terminate at the end of the then current term. Such notice of termination shall specify an address for delivery of the Stored Materials.

**IV.2. TERMINATION** - In the event of termination, all amounts due for services rendered to date and storage fees through the effective Initial or Renewal Term shall become due and payable in accordance with Schedule A. If, without notification of termination, substantially all of the Stored Items are withdrawn from storage, this withdrawal will be considered a Termination. On termination or expiration of this Agreement, Client shall promptly return any property belonging to Company (such as keys, containers, etc.) and Company shall remove and deliver all Stored Material and other property in Company's possession or Premises, at Client's expense, to Client at Client's designated address.

#### **V. DEFAULT**

**V.1.** The occurrence of any one or more of the following events shall constitute Events of Default:

- a. Failure to pay any sum due hereunder within thirty (30) days of invoice date; or
- b. Breach of any provisions of this Agreement; or
- c. Company's failure to deliver the services to Client as set forth herein; or
- d. Either party becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.

**V.2.** Upon the occurrence of any of the Events of Default, Company, or Client as applicable, at their sole option, may exercise any or all of the following remedies:

- a. Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of the Client.
- b. Upon 60 days' notice to Client, Company may demand in writing that Client pick up the Stored Material; or deliver the Stored Material to the Delivery Address, if none specified, to the Client Address.
- c. Terminate this Agreement, whereupon Company or Client shall recover all damages suffered by reason of such termination, including reasonable attorneys' fees.

**V.3.** In the event Company or Client takes any action pursuant to this Section, it shall have no liability to Company or Client or anyone claiming through Client. The exercise by Company or Client of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Company or Client of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Company or Client, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. Company or Client shall be entitled to include all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement.

**VI. OWNERSHIP WARRANTY** - The Client warrants that it is the owner or legal custodian of the Stored Material, or otherwise has full authority to store or destroy said record material in accordance with the terms of this Agreement. Client shall reimburse Company

for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy or store such materials in the event of a dispute concerning the handling of the materials provided by Client to Company.

**VII. INDEMNIFICATION** - Unless caused by the negligence or intentional acts of the Company or its subcontractors, the Client agrees to fully indemnify and hold harmless the Company, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees, that the Company may suffer or incur as a result of claims, demands, costs or judgments against it arising out of its services under this Agreement.

## **VIII. RULES AND RESPONSIBILITIES**

**VIII.1. OPERATING PROCEDURES** - The Client agrees to comply with the attached Schedule B-Standard Storage and Operating Procedures.

**VIII.2. RIGHT TO RELY ON INSTRUCTIONS** - Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Client's employees or any employee of Client's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

**VIII.3. COMPLIANCE WITH CONTRACTS, LAWS AND REGULATIONS** - Client shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.

**VIII.4. COOPERATION AND ASSISTANCE** - Client shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Client's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.

**VIII.5. DISALLOWED ITEMS** - The Client shall not, at any time, store with the Company, any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. The Company reserves the right to open and inspect any record materials tendered from storage and refuse acceptance of any record materials which fail to comply with the Company's storage restrictions and guidelines. Client shall not store negotiable instruments, jewelry, check stock, ticket stock or other items which have intrinsic market value. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Client agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense and further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.

**VIII.6. MATERIAL VARIANCES TO DESCRIPTIONS** - Itemized lists or descriptions of contents of materials submitted by the Client to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Client.

**VIII.7. ACCEPTANCE** - In the absence of an executed Agreement, the act of tendering said material for storage and/or other services by Company constitute acceptance by Client to the terms, conditions and rates of this Agreement.

**VIII.8. INVENTORY SHORTAGE** - Unless the Company is contracted by the Client to inventory the contents of all materials stored, the Company shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods; and the Company shall not be liable for such loss unless the Client establishes such loss occurred because of the Company's failure to exercise the care required under Section III, above.

**IX. CONFIDENTIALITY** - The Company shall exercise the same degree of care in safeguarding Stored Material entrusted to it by

Client which a reasonable and careful Company would exercise with respect to similar records of its own provided; however, that liability of the Company to Client shall be limited as set forth in Section III above. Company shall not access Client's records without express authorization from an Authorized Representative. The Company may comply with any subpoena or similar order related to the stored records, provided that the Company notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. Client shall pay Company's reasonable charges, including attorneys' fees, for such compliance.

**X. DISPUTE RESOLUTION** - Should the parties be unable to resolve any differences resulting from the interpretation or administration or alleged breach by either party of this Agreement, or relating in any way to Stored Material, the same shall be finally resolved by binding arbitration within the City of Kennewick, Benton County, Washington, conducted by the American Arbitration Association before a panel of one arbitrator pursuant to the Commercial Arbitration Rules then in effect. Each party shall bear one-half (½) of the expense of the arbitrator. Each party shall bear its own expenses and attorneys' fees related to the arbitration. Any award or decision by the arbitrator(s) shall be final and binding between the parties and enforceable by any court of competent jurisdiction. During any arbitration proceedings, Company shall continue to provide Services, and Client shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

## **XI. MISCELLANEOUS**

**XI.1. ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement between Company and Client with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. This Agreement may be amended only by an amendment in writing signed by Client and Company. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. The term "Agreement" as used herein shall be deemed to include all such schedules. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires.

**XI.2. BINDING NATURE AND ASSIGNMENT** - This Agreement shall be binding on the parties and their respective successors and assigns. Company shall have the right of assignment to successor with one hundred eighty (180) days written notification to Client.

**XI.3. INVALIDITY** - Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be constructed in accordance with the laws of Washington State without giving effect to its conflict of laws or principles. In addition, the Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in Washington State. All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof.

**XI.4. FORCE MAJEURE** - Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.

**XI.5. RELATIONSHIP OF PARTIES** - Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary relationship between the parties hereto.

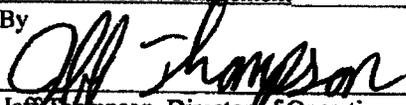
**XI.6. EXCLUSIVITY** - Client agrees to retain Company on an exclusive basis at all facilities covered by this Agreement for the term of this Agreement.

**XI.7. NOTICES** - All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be effective upon receipt unless mailed by certified or registered mail, in which event notices shall be deemed to have been received as of the third business day after the date of posting.

**XI.8. PUBLIC RECORDS ACT** - Company hereby acknowledges that the Client is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, Company understands that to the extent a proper request is made, the Client may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in Company's possession. This may include records that Company might regard as confidential or proprietary. To the extent that Company provides any records to the Client that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. Company also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of Client's release of records covered under the Public Records Act. Client agrees to take all reasonable steps to notify Company in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by Company as confidential or proprietary, so that Company may seek a judicial order of protection if necessary.

**IN WITNESS WHEREOF**, each of the parties have caused this Agreement to be executed by their duly constituted legal representatives as of the Effective Date first set forth above. Upon execution, this Agreement replaces any and all previous agreements between Client and Company for the same services.

Benton County  
By   
Shon Small, Benton County Commissioner

CI Information Management  
By   
Jeff Thompson, Director of Operations

7122 West Okanogan Place, Building "A"  
Street Address

900 S. Dayton  
Street Address

Kennewick, WA 99336  
City, State, Zip Code

Kennewick, WA 99336  
City, State, Zip Code

3-15-2016  
Date

3-10-16  
Date

x   
Appears as to form  
Royal J. Lukson

# CI Information Management and Document Destruction Fee Schedule

## Schedule 'A'

**Benton County**    Date 3-15-2016

ADF	Add Document to Existing File	\$4.00	per occurrence
ANF	Add New File to Existing Cont	\$4.00	per occurrence
ARI	Admin Removal/Deletion from Locator System	\$2.50	per occurrence
BX1	Purchase Std LLT Cont	\$2.50	per occurrence
CPY	Photocopy Per Page	\$1.00	per occurrence
CRF	Client Pick Up File/Tape 8a-5p	\$10.00	per occurrence
CTR	Client Pick-Up Cont 8a-5p	\$10.00	per occurrence
CVR	Client Viewing Room Rental (per hour)	\$10.00	per occurrence
DBS	Shredding Destruction (per cu ft)	\$2.32	per occurrence
DPL- ZONE 1	Del/Pick Up Lrg Truck (71-480 cf)	\$100.00	per occurrence
DPL- ZONE 2	Del/Pick Up Lrg Truck (71-480 cf)	\$200.00	per occurrence
DPL- ZONE 3	Del/Pick Up Lrg Truck (71-480 cf)	\$275.00	per occurrence
DPL- ZONE 4	Del/Pick Up Lrg Truck (71-480 cf)	\$375.00	per occurrence
DPL- ZONE 5	Del/Pick Up Lrg Truck (71-480 cf)	\$475.00	per occurrence
DST	Retrieval of Cont. for Certified Dest.(per cu ft)	\$2.92	per occurrence
FAX	Facsimile Per Page	\$1.00	per occurrence
FFC	File Found In Chart	\$1.00	per occurrence
FNF	File Not Found	\$3.50	per occurrence
FRC	File Retrieval	\$3.00	per occurrence
IBI	Initial Box Intake/Data Entry (per cu ft)	\$2.08	per occurrence
IF1	Index File 1-3 Fields	\$0.50	per occurrence
IF2	Index File 4-6 Fields	\$0.75	per occurrence
IF3	Index File 7+ Fields	\$1.00	per occurrence
LID	Replace Unstable Lid	\$1.50	per occurrence
MIN	Stg Cont- Min Monthly	\$25.00	per occurrence
MLR	Misc Labor Charge/ Hr	\$40.00	per occurrence
OSB	Convert Open Shelf Files to Boxes (+carton)	\$3.00	per occurrence
PRF	Perm Remove File to Client	\$4.00	per occurrence
PRM	Perm Remove Container (per cu ft)	\$2.92	per occurrence
PRR	RUSH Perm Remove File (Within Normal Business Hours)	\$8.00	per occurrence
RBA	Cont Retrieval EMERGENCY AFTER HOURS (per cu ft)	\$22.92	per occurrence
RBR	RUSH Cont Retrieval 8a-5p (per cu ft) (Within Normal Business Hours)	\$3.75	per occurrence
RFA	File Retrieval EMERGENCY AFTER HOURS	\$70.00	per occurrence
RFR	RUSH File Retrieval 8a-5p	\$8.00	per occurrence
RFX	RUSH Fax per page (Within Normal Business Hours)	\$2.00	per occurrence
RNF	RUSH File Not Found (Within Normal Business Hours)	\$11.00	per occurrence
ROD	RUSH Scan on Demand per page (\$18 minimum up to 100 pgs- then \$0.18 a page)	\$0.18	per occurrence
RTF	File Refiled	\$4.00	per occurrence
RTN	Container Returned to Shelf (per cu ft)	\$2.08	per occurrence
RUC	Repack Unstable Cont (+ carton cost)	\$6.00	per occurrence
SCR	Std Cont Retrieval (per cu ft)	\$2.08	per occurrence
SOD	Scan on Demand per page (\$12 minimum up to 100 pgs- then \$ 0.12 a page)	\$0.12	per occurrence
SR1	Stg Cont- Std (1.2 cu ft)	\$0.35	monthly
SR2	Stg Cont - LLT (2.4 cu ft)	\$0.35	monthly
SR3	Stg Cont -Legal (3.6 cu ft)	\$0.35	monthly
SR6	Stg Cont - Odd Size/Quote (cu.ft.) (get measurements)		monthly
SSF	Special Shipping Fee (+ postage)	\$5.00	per occurrence
SSR	Search Fee-Per Special Request	\$9.00	per occurrence

# CI Information Management and Document Destruction Fee Schedule

## Schedule 'A'

**Benton County**    Date 3-15-2010

STR	Staircase Charge per Trip with 1.2 cu ft box	\$1.00	per occurrence
TFS	Fuel Surcharge	\$1.20	per occurrence
TR1	Handling Each Add'l Item (files each) (boxes by cu ft)	\$1.25	per occurrence
TR2	Handling Each Add'l Item (each 2.4 cu ft container)	\$2.50	per occurrence
TR3	Handling Each Add'l Item (each 3.6 cu ft container)	\$3.75	per occurrence
TRA- ZONE 1	EMERGENCY AFTER HOURS Trip Charge	\$125.00	per occurrence
TRA- ZONE 2	EMERGENCY AFTER HOURS Trip Charge	\$250.00	per occurrence
TRA- ZONE 3	EMERGENCY AFTER HOURS Trip Charge	\$375.00	per occurrence
TRA- ZONE 4	EMERGENCY AFTER HOURS Trip Charge	\$525.00	per occurrence
TRA- ZONE 5	EMERGENCY AFTER HOURS Trip Charge	\$650.00	per occurrence
TRO- ZONE 1	Trip Charge Standard (0-70 CF)	\$19.00	per occurrence
TRO- ZONE 2	Trip Charge Standard (0-70 CF)	\$55.00	per occurrence
TRO- ZONE 3	Trip Charge Standard (0-70 CF)	\$85.00	per occurrence
TRO- ZONE 4	Trip Charge Standard (0-70 CF)	\$125.00	per occurrence
TRO- ZONE 5	Trip Charge Standard (0-70 CF)	\$175.00	per occurrence
TRR- ZONE 1	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$29.00	per occurrence
TRR- ZONE 2	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$97.00	per occurrence
TRR- ZONE 3	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$145.00	per occurrence
TRR- ZONE 4	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$245.00	per occurrence
TRR- ZONE 5	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$325.00	per occurrence
TRX	Trip No Charge	\$0.00	per occurrence
VAD	Verify & Auth for Cert Destruction	\$1.25	per occurrence

Burbank	Benton City	Boardman	Pendleton	Wenatchee
Finley	Hermiston	Grandview	Selah	Ellensburg
Kennewick	Lowden	Granger	Toppenish	Leavenworth
Pasco	Prosser	Milton-Freewater	Yakima	
Richland	Touchet	Sunnyside		
West Richland	Umatilla	Walla Walla		
		Wapato		



## Benton County

### Schedule 'B' - Standard Storage and Operating Procedures

**OBJECTIVE:**

The purpose of this document is to provide both parties with a set of procedures and rules for our mutually successful partnership. These procedures are intended to allow us to manage the day-to-day workflow in an efficient manner so that we may provide superior customer service at a reasonable price. The ordering/authorization procedures are required as part of our commitment to manage your vital records with the highest levels of security.

**OPERATING HOURS:**

1. Regular operating hours are 8:00 AM to 4:30 PM Monday through Friday.
2. Holidays are: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
3. All orders requiring retrieval and/or delivery outside of regular operating hours are subject to After Hours retrieval and/or delivery charges.

**REGULAR ORDERS:**

1. Orders placed before 10:00 am will generally be delivered the next business day.

**RUSH ORDERS:**

1. RUSH retrievals/deliveries will be delivered within three Operating Hours, and will be charged at RUSH retrieval and delivery rates.
2. RUSH requests that cause the 3-hour delivery window to fall outside of normal operating hours will be charged the After Hours rates.

**ORDERING:**

1. Faxed requests on CIIM forms are preferred, with full details of material being requested, including container name and number or CIIM's Barcode Number as provided in your regular reports. Requests must be signed by an Authorized Individual, with the specified delivery address that has been designated by an Authorized Management Representative.
2. Telephoned requests must be followed by a faxed request, thereby generating an acceptable audit trail, preferably on an CIIM Form, if a CIIM form is not available, then faxes must be sent on company letterhead or company fax form, with all required information.
3. All RUSH requests must be made by an Authorized Individual by a telephone call, relating what material is being requested to assure timely receipt of the request. A confirming fax must be sent for all RUSH requests.

**AUTHORIZATIONS:**

1. Orders will be processed only if requested by a Management Authorized Individual.
2. Items will only be delivered to an authorized location, and delivery receipts being signed by a Management Authorized Individual.
3. Exceptions to the authorized list will only be made with a written request on company letterhead, and signed by an Authorized Management Individual.

**STORAGE CHARGES:**

1. Odd sized items (other than the standard record storage cartons) will be charged based on volume of cubic feet displacement in the storage facility, or by the linear foot.
2. Unstable Record Storage Cartons will be repacked at Client expense, at the current rate for Repacking an Unstable Container.

All files retrieved from inside cartons will be indexed by CIIM at the then current indexing fee.

Media Tapes will be retrieved from inside containers only if CIIM has previously indexed the tapes in the container.

Any exceptions to these rules and procedures shall be noted below and signed by the same individual that signed the *Information Management Agreement*.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Client

3-15-2014

Date

Signature of CI Information Management

# Benton County

## Schedule 'C' - Fair and Accurate Credit Transactions Act ("FACT Act" or "FACTA") Affidavit

This affidavit is designed to facilitate compliance with the rule of the Federal Trade Commission, "Disposal of Consumer Report Information and Records" (16 CFR Part 682), hereinafter referred to as the "FTC Disposal Rule". The initial FTC Disposal Rule is attached as an appendix to this affidavit. Any future amendments to this rule's duties and obligations are automatically incorporated in the definition of "FTC's Disposal Rule". The FTC Disposal Rule was promulgated pursuant to the FACT Act, and it sets for the standard for proper disposal as follows:

"Any person who maintains or otherwise possesses consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal." 16 CFR § 682.3(a)

"'Consumer information' means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data." 16 CFR § 682.1(b)

In signing this attachment to the Service Agreement, Benton County ("THE CLIENT") acknowledges that *CI Information Management* ("THE COMPANY") has made THE CLIENT aware of its obligation to properly dispose of "consumer information".

In order to facilitate compliance with the FACT Act, THE CLIENT hereby certifies that its records and information materials provided to THE COMPANY for offsite information management on March 9, 2016 [date] ("Stored Material") comply with one of the following conditions indicated below:

\_\_\_\_\_ I hereby certify that **NO** Stored Material contains any "consumer information" as defined in 16 CFR § 682.1(b).

\_\_\_\_\_ I hereby certify that **all** Stored Material which contains "consumer information" as defined in 16 CFR § 682.1(b) has been identified clearly. **THE CLIENT** further directs **THE COMPANY** to facilitate proper disposal of all identified "consumer information" at its final disposition date, in accordance with the FTC Disposal Rule.

X \_\_\_\_\_ I hereby certify that, because it is not known whether all Stored Material does or does not contain "consumer information" as defined by 16 CFR § 682.1(b), **THE CLIENT** directs **THE COMPANY** to facilitate proper disposal of all information owned by **THE CLIENT** for which **THE COMPANY** is custodian at its final disposition date, in accordance with the FTC Disposal Rule.

I, the undersigned, certify that I have read the information contained in this Addendum to the Service Agreement and have informed **THE COMPANY** of the true condition of the records owned by **THE CLIENT**.

Representing **THE CLIENT**,

  
\_\_\_\_\_  
Name (Signature)

SKULL  
\_\_\_\_\_  
Name (Print)

  
\_\_\_\_\_  
Title

3-15-2016  
\_\_\_\_\_  
Date

## Appendix

### 16 CFR Part 682—Disposal of Consumer Report Information and Records

#### § 682.1 Definitions.

(a) In general. Except as modified by this part or unless the context otherwise requires, the terms used in this part have the same meaning as set forth in the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.

(b) "Consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data.

(c) "Dispose", "disposing", or "disposal" means:

- (1) The discarding or abandonment of consumer information, or
- (2) The sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored.

#### § 682.2 Purpose and scope.

(a) Purpose. This part ("rule") implements section 216 of the Fair and Accurate Credit Transactions Act of 2003, which is designed to reduce the risk of consumer fraud and related harms, including identity theft, created by improper disposal of consumer information.

(b) Scope. This rule applies to any person over which the Federal Trade Commission has jurisdiction, that, for a business purpose, maintains or otherwise possesses consumer information.

#### § 682.3 Proper disposal of consumer information.

(a) Standard. Any person who maintains or otherwise possesses consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.

(b) Examples. Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following examples. These examples are illustrative only and are not exclusive or exhaustive methods for complying with the rule in this part.

(1) Implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed.

(2) Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.

(3) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with this rule. In this context, due diligence could include reviewing an independent audit of the disposal company's operations and/or its compliance with this rule, obtaining information about the disposal company from several references or other reliable sources, requiring that the disposal company be certified by a recognized trade association or similar third party, reviewing and evaluating the disposal company's information security policies or procedures, or taking other appropriate measures to determine the competency and integrity of the potential disposal company.

(4) For persons or entities who maintain or otherwise possess consumer information through their provision of services directly to a person subject to this part, implementing and monitoring compliance with policies and procedures that protect against unauthorized or unintentional disposal of consumer information, and disposing of such information in accordance with examples (b)(1) and (2) of this section.

(5) For persons subject to the Gramm-Leach-Bliley Act, 15 U.S.C. 6081 et seq., and the Federal Trade Commission's Standards for Safeguarding Customer Information, 16 CFR part 314 ("Safeguards Rule"), incorporating the proper disposal of consumer information as required by this rule into the information security program required by the Safeguards Rule.

#### § 682.4 Relation to other laws.

Nothing in the rule in this part shall be construed:

- (a) To require a person to maintain or destroy any record pertaining to a consumer that is not imposed under other law; or
- (b) To alter or affect any requirement imposed under any other provision of law to maintain or destroy such a record.

#### § 682.5 Effective date.

The rule in this part is effective on June 1, 2005.

# Benton County

## Schedule 'E' – Business Associate Addendum to Records Storage and Service Agreement – “HIPAA”

This Addendum to Records Storage and Service Agreement (“Addendum”) dated 3-15-16 is made a part of the Records Storage and Service Agreement, including the Schedules (exhibits) thereto, between CI Information Management and Benton County, dated 3-15-16 (“Agreement”). Any inconsistency between the Agreement and this Addendum shall be governed by this Addendum.

### Section I. Definitions

- a. Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
- b. Business Associate. “Business Associate” shall mean CI Information Management
- c. Covered Entity. “Covered Entity” shall mean **Benton County**
- d. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103.
- h. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. Security Rule. ‘Security Rule’ shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part164, subparts A and C).
- j. Storage and Service Agreement. Prior agreement signed between Covered Entity and Business Associate in which the Business Associate regularly Uses and/or Discloses protected health information in its performance of services for the Covered Entity.
- k. Unsecured Protected Health Information. “Unsecured Protected Health Information” means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the Use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111–5 .

Capitalized terms Used but not otherwise defined in this Agreement shall have the same meaning as ascribed to those terms in 45 CFR Parts 160 and 164.

### Section II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this Agreement, the Records Storage and Service Agreement and the HITECH Act, or as Required By Law. Business Associate may Use and Disclose Covered Entity’s PHI only if such Use or disclosure is in compliance with each applicable requirement of the Privacy Rule’s Business Associate Contract standard [sec. 164.504(e)].

- b. Business Associate agrees to Use appropriate safeguards to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement or the Record Storage and Service Agreement or to carry out other legal responsibilities of Business Associate.
- c. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Privacy Rule, Security Rule, and HITECH Act.
- d. Business Associate recognizes that, as of February 18, 2010, the administrative, physical, and technical standards and implementation specifications of the Security Rule apply to Business Associate in the same manner that they apply to Covered Entity.
- e. Business Associate agrees to report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for by this Agreement or the Records Storage and Service Agreement of which it becomes aware. Such notice shall be given promptly, and in any event within the timeframe required by 45 CFR 164.410.
- f. Business Associate shall, following the discovery of a Breach, notify the Covered Entity of such breach promptly and in any event within sixty (60) days after the Breach was discovered or should have been discovered. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or Disclosed during such breach if Business Associate knows such information.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same privacy and security restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If PHI is in a Designated Records Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner agreed by both parties, to Protected Health Information in such Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- i. If PHI is in a Designated Records Set, Business Associate agrees to make any amendment(s) to Protected Health Information in such Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed by both parties.
- j. Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to Covered Entity, in time and manner consistent with terms in the Records Storage and Service Agreement, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act.
- k. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner consistent with the terms of the Records Storage and Service Agreement or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, Security Rule, or the HITECH Act.
- l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner consistent with the terms and conditions of the Records Storage and Service Agreement, information collected in accordance with Section II. of this Agreement, to permit Covered Entity to respond to a request by an

Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

### Section III. Permitted Uses and Disclosures by Business Associate

#### General Use and Disclosure Provisions

a. Services

Business Associate provides services for Covered Entity that involve the Use and Disclosure of Protected Health Information, which services are described in the Storage and Services Agreement. Except as otherwise specified herein, the Business Associate may make any and all Uses of Protected Health Information necessary to perform its obligations as set forth in the Records Storage and Service Agreement. Additionally, Business Associate may Disclose Protected Health Information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section I-VI, or (b) as directed by the Covered Entity, if such Use or Disclosure of Protected Health Information would not violate the Privacy Rule or HITECH Act

#### Section IV. Specific Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- a. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- b. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

#### Section V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or disclosure of Protected Health Information.
- c. Covered Entity will not ask the Business Associate to undertake any acts inconsistent with the Security Rule, the Privacy Rule or the HITECH Act.
- d. Covered Entity agrees to provide Business Associate with information about Disclosures requested by individuals.
- e. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, and the HITECH Act to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

#### Section VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Security Rule, Privacy Rule or the HITECH Act if done by Covered Entity unless these activities are permitted under Section IV. of this Agreement. Covered Entity shall reimburse Business Associate for any damages, costs, fines or penalties incurred by reason of actions taken by Business Associate pursuant to Covered Entity instructions that are in breach of this provision.

#### Section VII. Term and Termination

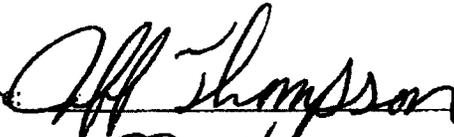
- a. Term. The Term, Termination and Effects of Termination of this Agreement shall be the same as the terms and conditions identified in the Records Storage and Service Agreement. The obligations of Business Associate shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Records Storage and Service Agreement.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall first:
  1. Provide a reasonable opportunity, in no case less than 60 days, for Business Associate to cure the breach or, at the discretion of Business Associate, end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity and by this section;
  2. Immediately terminate this Agreement, subject to the remainder of the terms of the Records Storage and Service Agreement, if Business Associate has breached a material term of this Agreement and cure is not possible; or
  3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
  1. Except as provided in the Records Storage and Service Agreement and paragraph (2) of this section, upon termination of this Agreement in accordance with the provisions of this agreement and the Records Storage and Service Agreement, Business Associate shall return all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  2. In the event that Business Associate determines that returning the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make returning infeasible. Upon the Covered Entity's acceptance that returning of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return infeasible, for so long as Business Associate maintains such Protected Health Information. Business Associate shall be entitled to compensation for continued maintenance of Protected Health Information as provided for in Schedule B of the Records Storage and Service Agreement.

#### Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and regulations issued thereunder, unless such requirements would be not commercially reasonable or would cause a Party to be out of compliance with its legal obligations..
- c. Survival. The respective rights and obligations of Business Associate under Section 7. Term of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the HITECH Act.

Signature:   
Name: STAN SKVALL  
Title: COMMISSIONER  
Date: 3-15-2011

Signature:   
Name: Jeff Thompson  
Title: Director of Operations  
Date: 3-10-16

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Tuesday, September 20, 2016. Subject: Line Item Transfer Prepared by: M.Ault Reviewed by:	Execute Contract _____ Pass Resolution <u>  X  </u> Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u>  X  </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

**BACKGROUND INFORMATION**

We are requesting transfer funds to an underfunded line-item in accordance with Resolution 2014-113.

**SUMMARY**

A line item transfer in the amount of \$24,000 is needed to ensure this line-item (515.300.1175) stays current in accordance with Resolution 2014-113.

**RECOMMENDATION**

Recommend that the resolution is passed allowing the line-item transfer.

**FISCAL IMPACT**

There is no fiscal impact / no supplement required.

**MOTION**

Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN  
CURRENT EXPENSE 0000.101, DEPARTMENT NUMBER 117**

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, 2016,

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest:

\_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor, File, LSK, PA

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT	BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT
515.300	1345	Deputy Prosecuting Atty	\$24,000,	515.300	1175	Temporary Help	\$24,000
<b>TOTAL</b>			<b>\$24,000</b>	<b>TOTAL</b>			<b>\$24,000</b>

**Explanation:**

We are requesting to transfer funds to an underfunded line-item in accordance with Resolution 2014-113. Due to maternity leaves and other unexpected leave, we have had to use temporary five (5) month employees to cover in these situations.

Prepared by:

Date: 9/12/2016

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

q. Purchase of Radio Equipment from dbSpectra

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>September 20, 2016</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Approve purchase of radio tower expansion kit from dbSpectra</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>R. Blain</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>M. Rasmussen</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Benton County Road Department has a need to communicate with road crew members in remote locations throughout the county. Various means of achieving this goal have been tried, including the current use of cellular phones. However, practice in the field has demonstrated that phones lack the coverage for remote areas, specifically when distant from urban areas or blocked by local topography.

In order to reach remote locations, the Benton County Road Department intends to use existing radio infrastructure to communicate with its crews. As part of this transition, the Department will need to procure equipment to tie into said infrastructure. Design engineering and construction of the filtering equipment at three of four sites was done by dbSpectra. In order to add equipment to these locations, additional equipment will need to be secured through dbSpectra. As such, the Benton County Road Department is seeking to purchase equipment for these three sites from dbSpectra in the amount of \$16,889.00, plus applicable freight and taxes.

**SUMMARY**

In order to utilize existing radio infrastructure to provide communication service for the Benton County Road Department to remote sites, the Department is seeking to purchase necessary equipment from dbSpectra, the only supplier that can provide the compatible equipment, in the sum of \$16,889.00, plus applicable freight and taxes.

**RECOMMENDATION**

The County Engineer recommends the purchase of equipment from dbSpectra in order to access existing radio infrastructure.

**FISCAL IMPACT**

The sum of \$16,889.00, plus applicable freight and taxes, will be expended from the Road Fund. No supplement is needed.

**MOTION**

Approve as part of the Consent Agenda.

**RESOLUTION**

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

**IN THE MATTER OF ROAD DEPARTMENT, RE: APPROVAL OF PURCHASE OF RADIO EQUIPMENT FROM dbSPECTRA**

**WHEREAS**, the Benton County Road Department requires the ability to communicate with crews in remote locations throughout the county; and

**WHEREAS**, existing radio infrastructure offers the capacity to communicate with crews in remote locations throughout the county; and

**WHEREAS**, existing radio infrastructure constrains what equipment can be used to utilize the existing system; and

**WHEREAS**, dbSpectra is the only supplier that can provide the necessary equipment for the Department to utilize the existing radio infrastructure at three of four existing sites; and

**WHEREAS**, the County Engineer recommends the procurement of radio equipment from dbSpectra for the amount of \$16,889.00, plus applicable freight and taxes; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of County Commissioners hereby authorizes the expenditure of \$16,889.00, plus applicable freight and taxes, from the County Road Fund for the purpose of purchasing radio equipment from dbSpectra.

Dated this 20th day of September, 2016

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

Orig.: Road Dept  
c: Auditor

R. Blain

# *Benton County*

## Road Department

Post Office Box 1001 - Courthouse  
Prosser, Washington 99350-0954  
(509) 786-5611

**TO:** FILE  
**FROM:** ROBERT BLAIN, ASST. COUNTY ENGINEER  
**DATE:** 2016-09-13  
**SUBJECT:** SOLE SOURCE – DBSPECTRA FOR RADIO EQUIPMENT  
**CC:** BENTON COUNTY AUDITOR'S OFFICE

---

This memo is regarding the justification of sole source purchasing for radio equipment from dbSpectra under RCW 39.26.125(4).

The Benton County Road Department needs to purchase radio equipment in order to utilize the existing radio infrastructure in Benton County for remote communication between the road crews and office locations. The existing infrastructure at three of four locations was designed and installed by dbSpectra, a purveyor of radio equipment. The infrastructure was built per their design, engineering and specifications and using products they carry.

Because of this, special market conditions exist per RCW 39.26.125(4) that compel the Road Department to procure radio equipment from dbSpectra. While another purveyor may be able to engineer a workaround to be compatible with the existing system, dbSpectra is the only purveyor who sells a prepared packaged that allows for easy integration into the existing infrastructure. As such, the Road Department plans to procure the necessary equipment from dbSpectra.

Any questions regarding this memo should be directed to Robert Blain, Asst. County Engineer. Thank you.

# VHF RF Special Product Design



Created for:  
**Benton County Public Works**

At Rattlesnake Mtn, Umatilla, and Jump Off Joe Sites



SPD-1851

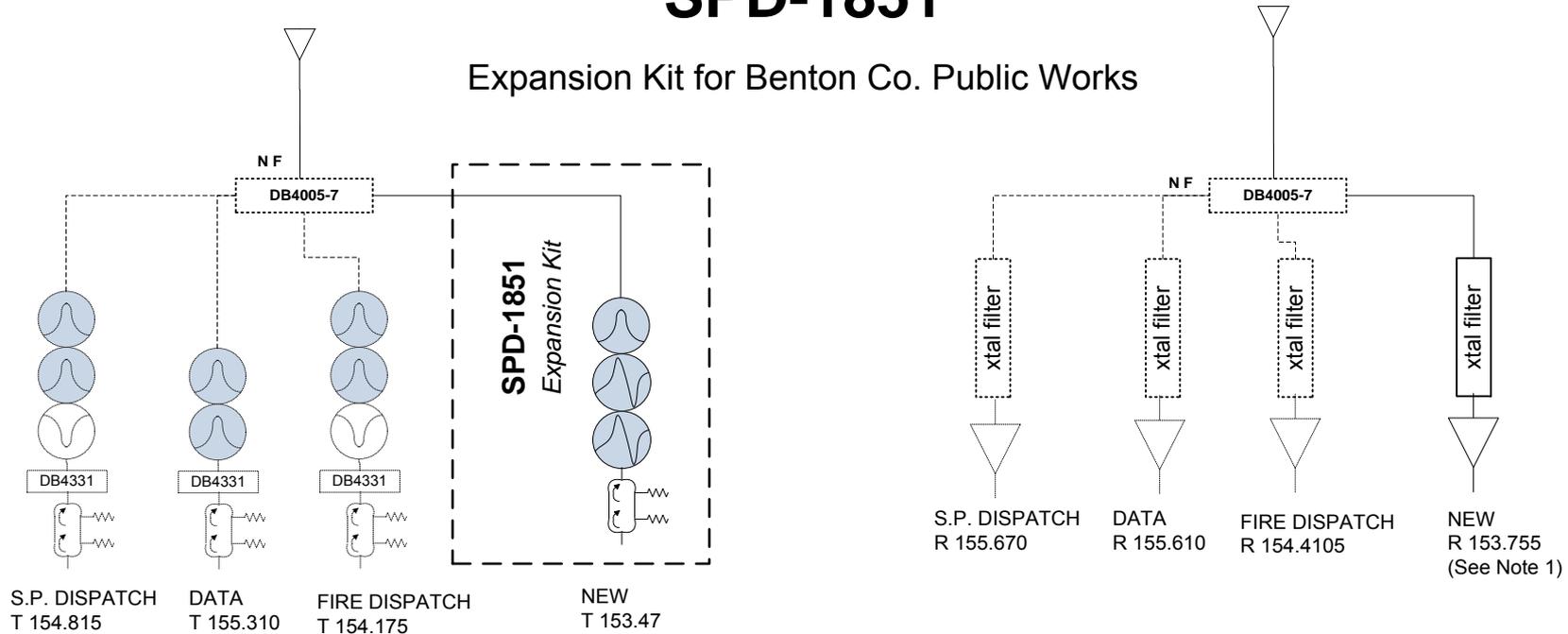
# Revision History

V0 – 7/8/16: Initial Release

Revision History  
VHF RF Distribution and Multicoupling

# SPD-1851

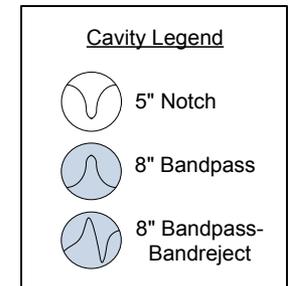
## Expansion Kit for Benton Co. Public Works



TX Frequencies (MHz)	
T1	153.47000
T2	154.17500
T3	154.81500
T4	155.31000

Transmit/Receive Frequency Spacing (MHz)					
		RX			
		R1	R2	R3	R4
		153.75500	154.41500	155.61000	155.67000
TX	T1 153.47000	0.2850	0.9450	2.1400	2.2000
	T2 154.17500	-0.4200	0.2400	1.4350	1.4950
	T3 154.81500	-1.0600	-0.4000	0.7950	0.8550
	T4 155.31000	-1.5550	-0.8950	0.3000	0.3600

RX Frequencies (MHz)	
R1	153.75500
R2	154.41500
R3	155.61000
R4	155.67000



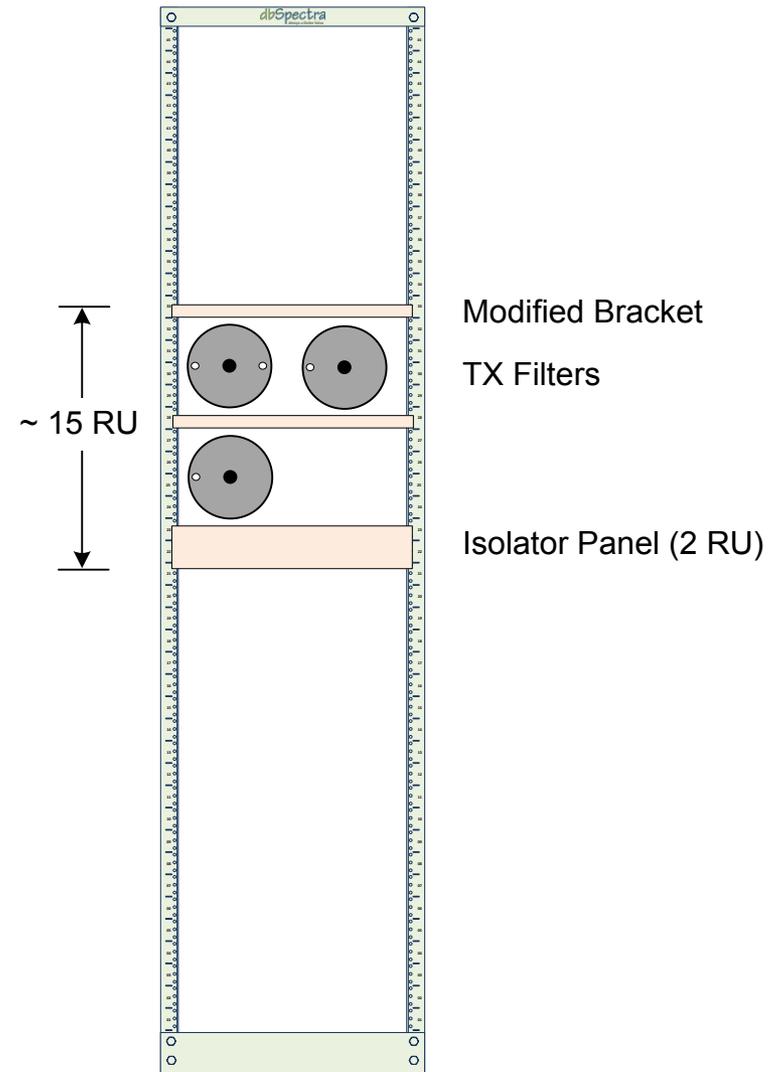
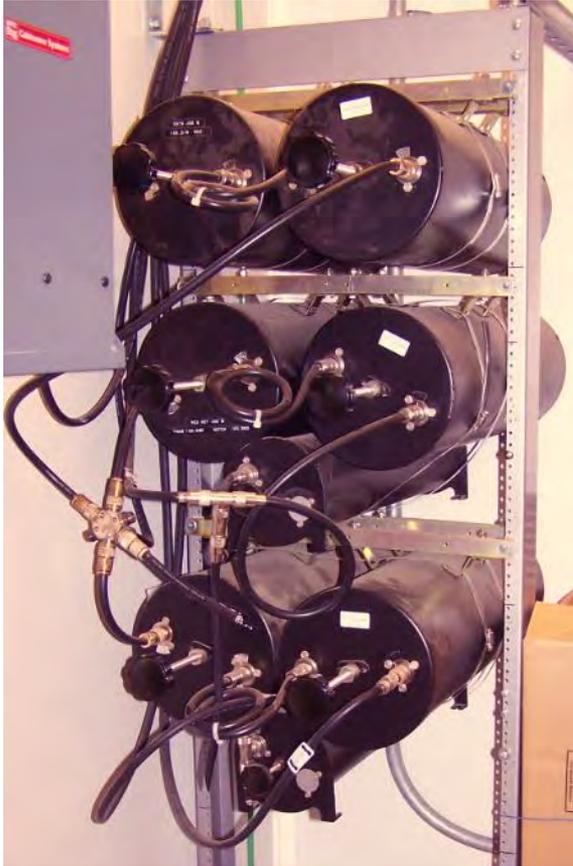
### SPD-1851 Specifications

- Frequency range: 148-174 MHz
- Insertion loss: 5 dB
- Isolation at Benton County receive frequencies: >45 dB
- Power per Channel: 100 watts
- Dual stage isolator with test port.
- Connectors of cable to DB4005-7:  
N Male – N Male Critical Length
- Mounting: See typical rack drawing.  
Requires about 15 RU

### Notes:

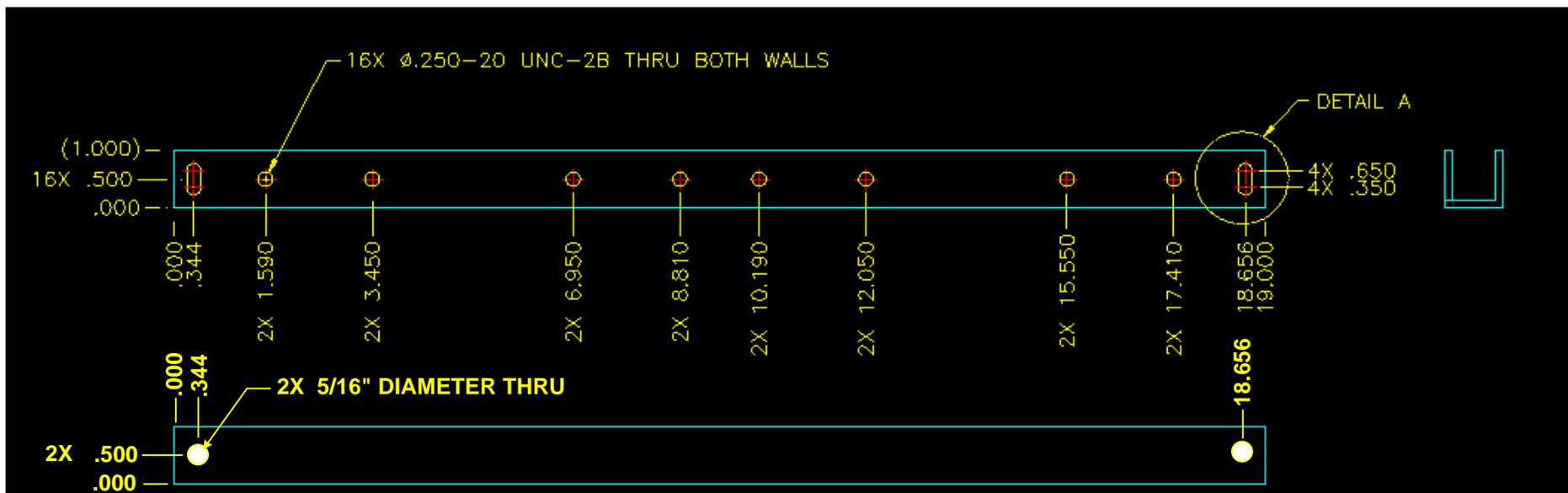
1. The SPD-1851 only provides for the added TX channel. The amplifier and filter for the new RX frequency will be supplied by the customer.
2. This expansion has not only the risk inherent in adding to an older system but also the risk of intermodulation (see IM study page). dbSpectra will not be held responsible for these problems.
3. Designed for 45 dB isolation between TX and RX antennas. Antenna isolation varies and should be measured.

# Typical Rack Mounting



Note:  
Cavities for SPD-1851 will be mounted horizontally using modified brackets.  
(See pages for modification and location of brackets for more detail.)

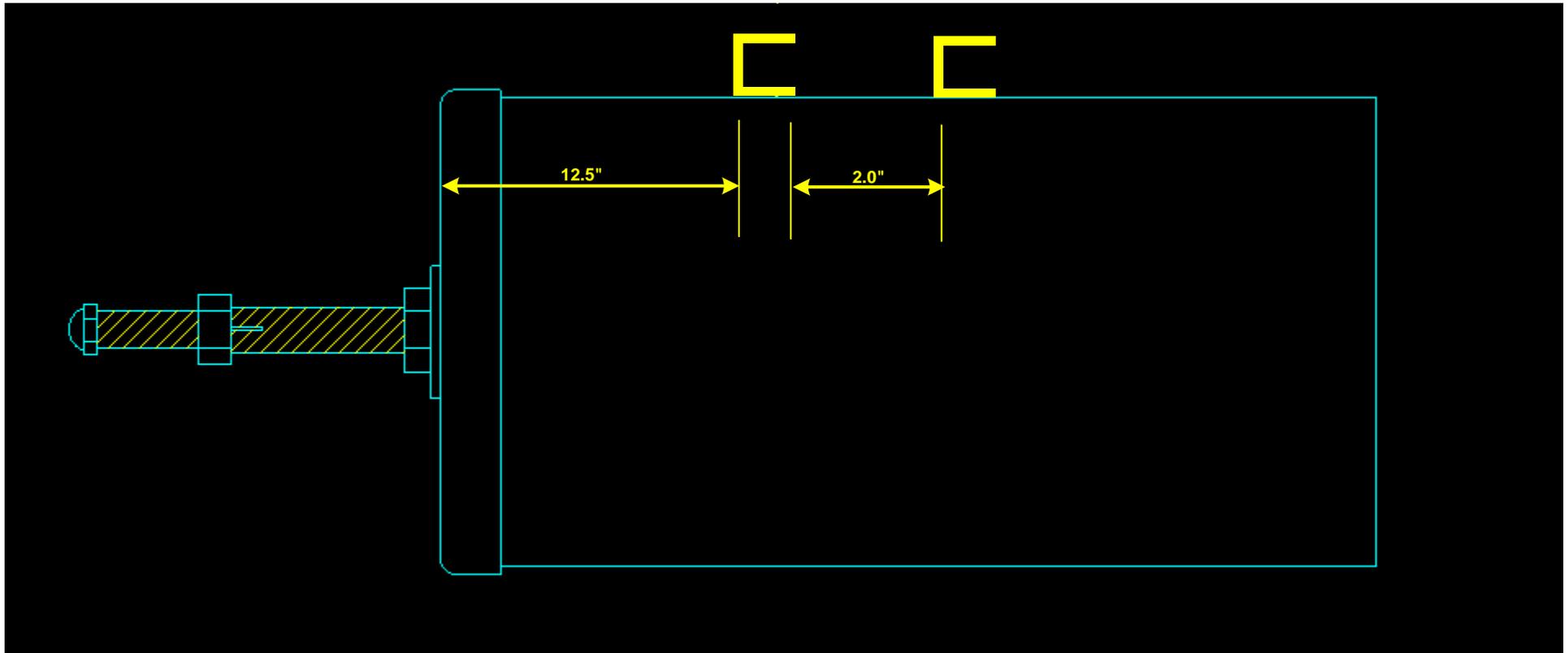
# Modification of Brackets



## Note:

Two extra holes are drilled in 048716-003 to allow the cavities to be mounted horizontally to a two-post rack.

# Location of Brackets



# SPD-1852

## IM Study

3rd Order IM
3rd order IM: 0 total
3rd order IM: 0 direct hits

5th Order IM							
5th order IM: 2 total							
5th order IM: 0 direct hits							
(MHz)							(KHz)
F1	F2	F3	F4	F5	IM Π	RX	Δ
154.17500	154.17500	154.17500	-153.47000	-155.31000	153.74500	153.75500	10.00000
154.81500	154.81500	154.81500	-153.47000	-155.31000	155.66500	155.67000	5.00000

### Notes:

1. This IM study is only for the 4 pair of frequencies to be used by Benton County Public Works.
2. There is no 3<sup>rd</sup> order IM for these frequencies. But there is higher order IM.
3. At Rattlesnake Mtn, there are 32 possible 3<sup>rd</sup> order cases when the other collocated carriers are considered. The customer will evaluate these cases. (A further 152 cases are mathematically possible at Rattlesnake Mtn but are not presenting a problem.)  
At Jump Off Joe and Umatilla, there are IM cases above 3<sup>rd</sup> order. dbSpectra will not be held responsible for any IM issues.



1590 E. Business Hwy 121  
 Bldg. A, Ste. 100  
 Lewisville, TX 75056  
 Phone: 469-322-0080 Fax: 469-322-0079

**PRICE QUOTATION**

Date: **9/13/2016**

Company:	<b>Benton Co Public Works</b>		Quotation Number:	<b>FE 091316</b>
Address:	<b>620 Market St, PO Box 1001</b>		Customer Reference #:	
City:	<b>Prosser</b>			
ST:	<b>WA</b>			
Zip:	<b>99350</b>			
Phone:		Attn:	<b>Robert Blain</b>	Email: <b>robert.blain@co.benton.wa.us</b>

Item	Qty	Model #	Description	List	Net	Total Net	Lead Time		
Project/Site Name:									
			This is an expansion kit for the TX combiner at the Rattlesnake Mtn, Umatilla, and Jump Off Joe sites. It is composed of two parts, SPD-1851-1 and SPD-1851-2, which are to be assembled together at time of order.				8 wks		
1	3	SPD-1851-1	Cavities and isolator	\$4,896	\$4,406	\$13,219.20			
2	3	SPD-1851-2	Cables and mounting hardware	\$1,359	\$1,223	\$3,669.30			
1. Shipping Charges are not included 2. Refer to SPD-1851-1 and SPD-1851-2 design document for additional details 3. Rattlesnake Mtn has 3rd order IM products when other co-located, systems are included in an IM study. dbSpectra cannot be responsible for interference due to these co-located systems. 4. This kit could not be tested on site. dbSpectra cannot be responsible for integration issues.						-			
Terms: <table border="1" style="display: inline-table;"><tr><td>Net 30</td></tr></table> F.O.B. <table border="1" style="display: inline-table;"><tr><td>Lewisville, TX</td></tr></table>				Net 30	Lewisville, TX	<b>TOTAL NET PRICE</b>		<b>\$16,889</b>	
Net 30									
Lewisville, TX									

**THIS QUOTATION IS FIRM FOR THE NEXT 30 DAYS AND DOES NOT INCLUDE ANY TAXES EXCEPT AS INDICATED. BUYER'S ORDERS WILL BE SUBJECT TO WRITTEN ACCEPTANCE BY SELLER AND TO CONDITIONS PRINTED ON THE "TERMS AND CONDITIONS OF SALE" PAGE.**

Wire Transfer Instructions: Frost Bank, SWIFT code: FRSTUS44, Routing #114000093 Account # 950028673, FBO: DBSPECTRA, INC, Lewisville, TX, USA	dbSpectra Sales Rep Name:
Comments: Pricing includes engineering design, technical documentation, special technician labor, factory assembly, and packaging.	Fred Ellis
	Title:
	Applications Engineer
	REVIEWED BY AUTHOR: FE
	MKT015/REV. G

# DBSPECTRA, INC

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") govern the sale of Products and Services provided by dbSpectra, Inc. ("dbSpectra"). "Product" means any hardware or consumables sold under these Terms. "Service" means any standard support service to support Products or training. "Specifications" means technical information about Products published by dbSpectra and in effect on the date dbSpectra ships the order.

### 1. QUOTATIONS AND ORDERS

- a. All orders are subject to acceptance by dbSpectra. Orders are governed by the applicable trade term specified on the quotation or agreed to by dbSpectra as defined in Incoterms 2000.
- b. Only written quotations are valid and are acceptable within 30 days only, unless otherwise extended in writing. Quoted shipping costs are best estimates only.
- c. Prices exclude any applicable sales, value added or similar tax payable by Customer.
- d. Prices are subject to change without notice.
- e. All orders are subject to the approval of the dbSpectra Credit Department. If credit is not approved, shipment of the ordered Product can only be made with terms of Cash in Advance. No COD orders will be accepted. Credit card purchases are subject to prior authorization by the credit card company.
- f. Verbal orders are valid only at current pricing in effect at the time of the order. An order becomes officially accepted when acknowledgement is forwarded to the Customer.
- g. Payment terms are stated in the quotation or acknowledgment documentation, and are subject to change if Customer's financial condition or payment record merits such change. dbSpectra may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other dbSpectra agreement if, after ten (10) days written notice, the failure has not been cured.
- h. For any standard product order that is cancelled, a 25% cancellation fee will be charged regardless of the production stage of the order at the time of the request.

### 2. SHIPMENTS AND DELIVERY

- a. All prices, unless otherwise stated, are EXW dbSpectra factory in Lewisville, Texas. Title to Products will pass to Customer upon shipment.
- b. Prices include domestic packaging. Export packaging, if requested, is an additional charge.
- c. Acceptance occurs upon delivery to Customer.
- d. Shipments are made freight prepaid and freight is billed subsequent to shipment unless otherwise specified by Customer.
- e. Customer's routing will be used when possible. Shipments will be routed by dbSpectra's best judgment if the carrier specified by the Customer cannot be utilized. dbSpectra is not responsible for selecting lowest cost or fastest routing.
- f. dbSpectra will not be liable for contractual obligations due to delays in shipping.

### 3. CLAIMS AND RETURNS

- a. Claims for damaged or lost Product while the Product is in transit must be made immediately by the Customer against the carrier. UPS shipment claims for damage or loss of Product may be made by dbSpectra.
- b. Claims for shortages in Product shipment must be made within 30 days from date of shipment from dbSpectra's factory.
- c. Product returns are subject to dbSpectra approval and applicable charges.
- d. **No Product returned to dbSpectra for any reason will be received or accepted by dbSpectra without written authorization and Return Authorization Number (RMA).** All shipping charges on returned Product must be prepaid by the Customer. In no event will dbSpectra be liable for consequential damages, installation costs or other cost of any nature as a result of the use of the Products manufactured by dbSpectra, whether used in accordance with instructions or not. dbSpectra will not be responsible for any Product returned without dbSpectra's prior written authorization or for Product shipped freight collect.
- e. If due, credit not exceeding 75% of the original price will be allowed on unused Product, provided it is returned prepaid in new condition within sixty (60) days of shipment. Credit is only issued to the original purchaser and not to any subsequent owner.
- f. **All SPD and NPD model number items are considered SPECIAL and are NON-CANCELLABLE and NON-RETURNABLE.**

### 4. WARRANTY

- a. dbSpectra warrants that, at the time of shipment, the products furnished by dbSpectra are free from defects in material and workmanship. dbSpectra's obligation under this warranty is limited to replacement or repair of such products within one year from the date of shipment. No products will be accepted for replacement or repair without prior written approval. Replacement or repair (dbSpectra's option) will be made only after examination at dbSpectra's Lewisville, Texas factory shows defective material or workmanship that occurred at the time of manufacture. **THIS WARRANTY IS THE ONLY WARRANTY MADE BY DBSPECTRA AND IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. DBSPECTRA IS NOT LIABLE FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, INSTALLATION COSTS, INCONVENIENCE, RENTAL OF REPLACEMENT EQUIPMENT, LOSS OF PROFITS OR OTHER COSTS OF ANY NATURE AS A RESULT OF THE USE OF THE PRODUCTS MANUFACTURED BY DBSPECTRA, WHETHER USED IN ACCORDANCE WITH INSTRUCTIONS OR NOT.** Certain products may have EXTENDED LIMITED WARRANTY.

### 5. LIMITATION OF LIABILITY AND REMEDIES

- a. In no event will dbSpectra or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, lost profits, or cost of cover) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.
- b. The remedies in these Terms are Customer's sole and exclusive remedies.

### 6. GENERAL

- a. dbSpectra will store and use Customer's personal data in accordance with dbSpectra's Privacy Statement. dbSpectra will not sell, rent or lease Customer's personal data to others.
- b. dbSpectra reserves the right to modify equipment and change specifications without notice, provided the modification does not materially affect the performance of Product manufactured by dbSpectra.
- c. Disputes arising in connection with these Terms will be governed by the laws of the State of Texas.
- d. To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- e. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
- f. These Terms and any supplemental terms applicable to the order constitute the entire agreement between dbSpectra and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. **CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS WILL NOT APPLY.**
- g. dbSpectra may assign or transfer any of its rights or obligations under these Terms upon notice in connection with a merger, reorganization, transfer, sale of assets or product lines, demerger or spin-off transaction or change of control or ownership of dbSpectra, or its permitted successive assignees or transferees.

r. Transfer of Permits for the Matheson Pit

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Sep 20, 2016</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Matheson Pit Transfer</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>gnd</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Benton County has owned parcel # 108802011253002, adjacent to the current fairgrounds, since at least 1962. The property has previously been leased by the County to entities seeking to utilize the mineral rights on the property. The latest such lease was to CPM Development Corporation, d/b/a Central Pre-Mix Concrete Company, which was approved via Resolution 08-545 and amended by Resolutions 10-363 and 11-136. This lease expired at the end of June 2014. The lease allowed for extraction of materials in exchange for per unit fee, with a minimum amount to be paid annually. While the property is owned by Benton County, the mining permit and associated sand and gravel permit were held by the lessee. There are fees owed to the State that are associated with these permits, as well annual reporting to two agencies: the Department of Natural Resources (mining) and the Department of Ecology (sand and gravel).

CPM Development Corporation has expressed interest in transferring these permits over to Benton County. It appears that there is a remaining 16 permitted acres that have not been reclaimed. That portion of the property that has been mined has been reclaimed to the apparent satisfaction of the Department of Natural Resources. Only those parts newly disturbed would require further reclamation. If no mining were to occur at the site, the permit could be closed. The sand and gravel permit is required in order to crush rock on the site. If the mining permit were maintained, it would have an annual fee based on the amount of material mined the previous year. The minimum cost of this permit is \$1,250.00.

**SUMMARY**

CPM Development Corporation has expressed interest in transferring mining and sand and gravel permits over to Benton County for a County-owned site adjacent to the Benton County Fairgrounds. The County would be able to preserve these permits for use or would be able to close them with their respective state departments. No fee is associated with the transfer, although there is an annual fee for maintenance of the permit.

**RECOMMENDATION**

The Public Services Administrator recommends that the Board approve of this transfer and authorize the Chairman to sign the respective permit forms on behalf of the Board.

**FISCAL IMPACT**

There is no fiscal impact for the transfer of the permits. Benton County will need to pay an annual fee for the mining permit, which will be based on the amount of material removed. The minimum amount of the fee will be \$1,250.00.

**MOTION**

Approve as part of the consent agenda.

**RESOLUTION**

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

**IN THE MATTER OF PUBLIC SERVICES, RE: APPROVAL OF TRANSFER OF PERMITS FROM CPM DEVELOPMENT CORPORATION, D/B/A CENTRAL PRE-MIX CONCRETE COMPANY, TO BENTON COUNTY FOR THE MATHESON PIT**

**WHEREAS**, Benton County owns parcel # 108802011253002, which has been leased to CPM Development Corporation, d/b/a Central Pre-Mix Concrete Company for mining via Res. 08-545, Res. 10-363, and Res. 11-136; and

**WHEREAS**, CPM Development Corporation holds two (2) permits for mining on this property, one (1) from the Washington State Department of Natural Resources and one (1) from the Washington State Department of Ecology, which CPM Development Corporation has expressed interest in transferring to Benton County; and

**WHEREAS**, transference of said permits requires the submission of forms to the respective State agencies, and said forms have been completed by the County; and

**WHEREAS**, transference of said permits would permit the County to utilize the remaining mineral rights associated with the property; and

**WHEREAS**, the Public Services Administrator recommends the transference of said permits from CPM Development Corporation to Benton County; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Board of County Commissioners approves of the transference of permits for mining on parcel # 108802011253002 from CPM Development Corporation to Benton County, and further authorizes the Chairman to sign the requisite transference forms on behalf of the Board of County Commissioners.

Dated this 20th day of September, 2016

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

Orig.: Public Services  
c: Public Works

G. DeJongh



**REQUEST FOR TRANSFER  
OF SURFACE MINE  
RECLAMATION PERMIT  
(Form SM-2B)**

I (We), CPM Development Corporation, the current permit holder(s), hereby consent to the transfer of my (our) rights, privileges, and obligations under Reclamation Permit No. 70-010238, located in Section(s) 8, Township(s) 8 North, Range(s) 30W E/W, of Benton County, Washington.

**I. I (We) acknowledge that I (we) will continue to be responsible for all reclamation responsibilities for Reclamation Permit No. 70-010238, and for all obligations under the Surface Mining Reclamation Act as permittee(s), until final approval of this transfer by the Department of Natural Resources (DNR) as evidenced by the authorized signature below.** I understand that DNR may not accept the transfer of the Permit until the proposed transferee(s) submit(s) acceptable documents required by the Surface Mine Reclamation Act and rules, especially WAC 332-18-150. The proposed transferee(s) may be required to submit the following documents, in complete and acceptable form, prior to approval by DNR: (1) SM-8A; (2) revised reclamation plan; (3) written approval of all parties having a possessory interest in the land; (4) revised SM-6; (5) SEPA checklist; and (6) adequate performance security. Prior to transfer, the permit must be in good standing and order.

NEW PERMIT HOLDER AND/OR LANDOWNER/MINERAL RIGHTS HOLDER INFORMATION	
New Permit Holder <b>Benton County</b>	Landowner/Mineral Rights Holder (attach signed copies if more than one) <b>Benton County</b>
Address <b>620 Market Street</b> UBI No. <b>91-6001296</b>	Address <b>620 Market Street</b>
City, State, Zip <b>Prosser, WA 99350</b>	City, State, Zip <b>Prosser, WA 99350</b>
Phone <b>509-460-4942</b>	Phone <b>509-460-4942</b>

**II. I (We) agree to comply with all of the terms and conditions of the current approved Permit and plan, the Surface Mine Reclamation Act, and rules as they relate to my obligations in my role as permit holder or landowner.** I (We) acknowledge that I (we) may be required to submit any of all of the documents listed in Section I above prior to approval of the transfer by DNR.

New Permit Holder Signature	Landowner/Mineral rights Holder Signature
-----------------------------	---

**III. With this signature, I (we) hereby relinquish all interest in Surface Mining Permit No. 70-010238 subject to the approval of this transfer requested by the Department of Natural Resources.**

Current Permit Holder	Date
-----------------------	------

**IV. This transfer has been approved by the Department of Natural Resources.**

DNR Surface Mining Approved Signature	Date
---------------------------------------	------



# CHANGE REQUEST FORM

## SAND AND GRAVEL GENERAL PERMIT

This form must be completed **prior** to any change in permit status, terminating operations, or changes in company names, owners, operators. Substantial changes may require additional information or review. Send the completed form to your Ecology regional permit manager (same address as you use for mailing in the discharge monitoring reports, DMRs).

Complete section 1 on all requests. Then complete **just one** of Sections 2 through 4 based upon which box is checked in the "Reason for Request" question in Section 1. Please type or print in ink. Please contact your Ecology regional permit manager if you have any questions.

SECTION 1. GENERAL INFORMATION AND CERTIFICATION STATEMENT			
Permit Number <b>WAG50- 5170</b>	Company Name CPM Development Corportaion	Facility Name (if different) Matheson	
Street / PO Box  City, State, Zip	Mailing Address (check if new address <input type="checkbox"/> )  PO Box 3366  Spokane, WA 99220	Facility Location Off Yew Street behind Farigrounds	
Facility Contact Person (can answer questions about proposed change)	Name: Jana McDonald	Title Environmental Engineer	Phone (509) 534-6221
Reason for Request (check one box then complete that section)	<input type="checkbox"/> Section 2: Cancellation of current permit coverage. <input type="checkbox"/> Section 3: Change facility or company name with no ownership change <input checked="" type="checkbox"/> Section 4: Transfer of permit coverage to a new owner or operator i.e., sale or lease.		
CERTIFICATION			
<i>I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and/or imprisonment for knowing violations.</i>			
Name (printed or typed) Sue Devaney	Title CFO		
Signature *	Date Signed		
*This document must be signed in accordance with the Sand and Gravel Permit general condition G20.			

SECTION 2. PERMIT CANCELLATION
Cancellation of Permit No. WAG-50- _____ is requested because (check one): <ul style="list-style-type: none"> <li><input type="checkbox"/> All operations have been terminated and site restoration is complete.</li> <li><input type="checkbox"/> The facility will be sold on _____ and is not eligible for permit transfer. (date of sale)</li> <li><input type="checkbox"/> Other (specify) _____</li> </ul>

**SECTION 3. FACILITY OR COMPANY NAME HAS CHANGED WITH NO CHANGE IN OWNERSHIP**

<b>Old Name</b>	<b>New Name</b>
-----------------	-----------------

**SECTION 4. PERMIT TRANSFER DUE TO SALE OR LEASE OF FACILITY**

This section, when completed and signed by both parties, and approved by the Department of Ecology, automatically transfers the permit as specified in the table below, in accordance with WAC 173-226-210. The new permittee is responsible for seeing that all parts of this section (including the "Old Permittee Information") are complete before submitting this form to Ecology. By signing this form, the new permittee agrees to assume all responsibility, coverage, and liability of the permit, as of the effective date of the sale or lease. The permit transfer for any facility shall not be valid if there is or will be any significant change from the existing permit in facility operations, discharge volume, or discharge characteristics, as determined by the Department of Ecology. If such changes are or will be present, the new permittee shall immediately notify the Department of Ecology. It is the new permittee's responsibility to get copies of all relevant records from the old permittee (e.g. Quarterly DMRs, Monitoring Plan, Stormwater Pollution Prevention Plan, Erosion and Sediment Control Plan, logbooks, etc.).

Transfer of Permit No. WAG-50-5170 is requested because of (check one):  Sale  
 Lease  
 Transfer to be effective : \_\_\_\_\_ (date)

	<b>Old Permittee</b>	<b>New Permittee</b>
Company name	CPM Development Corporation	Benton County
Facility name (if different)	Matheson	
Mailing Street / PO Box Address City / State / Zip	PO Box 3366 Spokane, WA 99220	620 Market Street Prosser, WA 99350
Contact person	Jana McDonald	Fred Bowen
Phone number	(509) 534-6221	509-460-4942
Owner / President (print name)	Sue Devaney	Shon Small
Owner / President (signature)		
Date signed		

cc (completed form): Facility Manager      WPLCS Coordinator      Fee Unit, HQ

*If you require this document in an alternate format, please contact the Water Quality Program at 360-407-6401(Voice) or 711 or 1-800-833-6388 (TTY).*

ECY 070-32 rev. 3/21/02

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>September 20, 2016</u> Subject: <u>Approve purchase of radio combiner from Telewave, Inc.</u> Prepared by: <u>R. Blain</u> Reviewed by: <u>M. Rasmussen</u>	Execute Agreement _____ Pass Resolution <u>X</u> _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u>X</u> _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

**BACKGROUND INFORMATION**

The Benton County Road Department has a need to communicate with road crew members in remote locations throughout the county. Various means of achieving this goal have been tried, including the current use of cellular phones. However, practice in the field has demonstrated that phones lack the coverage for remote areas, specifically when distant from urban areas or blocked by local topography.

In order to reach remote locations, the Benton County Road Department intends to use existing radio infrastructure to communicate with its crews. As part of this transition, the Department will need to procure equipment to tie into said infrastructure. Design engineering and construction of the filtering equipment at one of four sites was done by Telewave, Inc. In order to add equipment to this location, additional equipment will need to be secured through Telewave, Inc. As such, the Benton County Road Department is seeking to purchase equipment for this site from Telewave, Inc., in the amount of \$7,118.88, plus applicable freight and taxes.

**SUMMARY**

In order to utilize existing radio infrastructure to provide communication service for the Benton County Road Department to remote sites, the Department is seeking to purchase necessary equipment from Telewave, Inc., the only supplier that can provide the compatible equipment, in the sum of \$7,118.88, plus applicable freight and taxes.

**RECOMMENDATION**

The County Engineer recommends the purchase of equipment from Telewave, Inc., in order to access existing radio infrastructure.

**FISCAL IMPACT**

The sum of \$7,118.88, plus applicable freight and taxes, will be expended from the Road Fund. No supplement is needed.

**MOTION**

Approve as part of the Consent Agenda.

**RESOLUTION**

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

**IN THE MATTER OF ROAD DEPARTMENT, RE: APPROVAL OF PURCHASE OF RADIO EQUIPMENT FROM TELEWAVE, INC.**

**WHEREAS**, the Benton County Road Department requires the ability to communicate with crews in remote locations throughout the county; and

**WHEREAS**, existing radio infrastructure offers the capacity to communicate with crews in remote locations throughout the county; and

**WHEREAS**, existing radio infrastructure constrains what equipment can be used to utilize the existing system; and

**WHEREAS**, Telewave, Inc., is the only supplier that can provide the necessary equipment for the Department to utilize the existing radio infrastructure at one of four existing sites; and

**WHEREAS**, the County Engineer recommends the procurement of radio equipment from Telewave, Inc., for the amount of \$7,118.88, plus applicable freight and taxes; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of County Commissioners hereby authorizes the expenditure of \$7,118.88, plus applicable freight and taxes, from the County Road Fund for the purpose of purchasing radio equipment from Telewave, Inc.

Dated this 20th day of September, 2016

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

Orig.: Road Dept  
c: Auditor

R. Blain

# *Benton County*

## Road Department

Post Office Box 1001 - Courthouse  
Prosser, Washington 99350-0954  
(509) 786-5611

**TO:** FILE

**FROM:** ROBERT BLAIN, ASST. COUNTY ENGINEER

**DATE:** 2016-09-13

**SUBJECT:** SOLE SOURCE – TELEWAVE, INC., FOR RADIO EQUIPMENT

**CC:** BENTON COUNTY AUDITOR'S OFFICE

---

This memo is regarding the justification of sole source purchasing for radio equipment from Telewave, Inc., under RCW 39.26.125(4).

The Benton County Road Department needs to purchase radio equipment in order to utilize the existing radio infrastructure in Benton County for remote communication between the road crews and office locations. The existing infrastructure at one of four locations was designed and installed by Telewave, Inc., a purveyor of radio equipment. The infrastructure was built per their design, engineering and specifications and using products they carry.

Because of this, special market conditions exist per RCW 39.26.125(4) that compel the Road Department to procure radio equipment from Telewave, Inc. While another purveyor may be able to engineer a workaround to be compatible with the existing system, Telewave, Inc., is the only purveyor who sells a prepared packaged that allows for easy integration into the existing infrastructure. As such, the Road Department plans to procure the necessary equipment from Telewave, Inc.

Any questions regarding this memo should be directed to Robert Blain, Asst. County Engineer. Thank you.



660 Giguere Court, San Jose, California 95133,  
 t: +408.929.4400 f: +408.929.4080 w:  
 e-mail: david.ramirez@telewave.com

## Quote

**Name: Benton County Public**

**6-Sep-2016**

**Attn: Robert Blain**

**Country: USA**

**From: David Ramirez  
Sales Manager**

**Tel #:**

**Email:** [rbain@ci.richland.wa.us](mailto:rbain@ci.richland.wa.us)

**Quote: 0716-1092-DR-B**

**Ref:** The Sales Group

**1832170**

ITEM #	QTY.	MODEL	DESCRIPTION	UNIT PRICE (US\$)	EXTENSION (US\$)
<b><u>Prosser</u></b>					
1a	1	M108-150-1TP-M60	1 CH VHF TX Combiner - Med Pwr	\$2,486.29	\$2,486.29
1b	7	TW2	CBL RG214/U N-M/N-M Critical	\$46.59	\$326.13
1c	2	TWPC-1508-1	148-174 MHz Single Pass Cavity	\$381.15	\$762.30
1d	1	TWX150-NF	150 MHz Crystal Filter NF-NF	\$1,211.98	\$1,211.98
1e	1	TLA1-PS150	1 TLA Pre-Amp Panle Mounted	\$681.53	\$681.53
1f	3	TPRC-1508-1	148-174 MHz Single P/R Cavity	\$381.15	\$1,143.45
1g	1	PNL103	Panel 8 Dia 2 Cavity 19" Panel	\$37.56	\$37.56
1h	1	ANTB-01-15	CBL RG214/U N-M/N-M Critical 15'+	\$94.64	\$94.64
1i	5		Manufacturing Simulation Labor <i>Per Drawing 93411-1-2-A &amp; -2-2-A</i>	\$75.00	\$375.00
			Benton County Public 620 Market St PO Box 1001 Prosser, WA 99350		
				<b>SUB TOTAL:</b>	<b>\$7,118.88</b>
				<b>SHIPPING :</b>	
				<b>TOTAL:</b>	
<p><b>SHIP DATE:</b> 10-15 Working Days, ARO  <b>SHIPPING:</b> FOB Factory, San Jose CA  <b>PAYMENT:</b> Net 30 Days with Credit Approval or Credit Card (VISA, MasterCard, or American Express)  <b>INSURANCE:</b> All orders with Freight Prepaid or Prepay and Add are assessed a Self-Insurance Fee  <b>TERMS:</b> Quote Valid for 90 Days. Telewave Standard Warranty and Terms &amp; Conditions apply.  <b>TAXES:</b> Applicable sales tax included with orders, unless purchaser's tax exempt status is verified in advance</p>					

## RESOLUTION

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

**IN THE MATTER OF AMENDING RESOLUTION 2016-281 AUTHORIZING CUMMINS NORTHWEST TO PROVIDE ON-SITE CUMMINS ENGINE AND CONTROL SYSTEMS TRAINING**

**WHEREAS**, per Resolution 2016-281 dated April 5, 2016, the Board approved Cummins Northwest conducting on-site Cummins engine and control systems training within 120 days at the Kennewick Maintenance Facility for an amount not to exceed \$6,000.00, and

**WHEREAS**, the training time frame needs to be extended 60 days and the location needs to be changed to the Prosser Maintenance Facility; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Benton County Board of Commissioners hereby amends Resolution 2016-281 and approves of Cummins Northwest conducting an on-site Cummins engine and control systems training class at the Prosser Maintenance Facility for an amount not to exceed \$6,000.00; and

**BE IT FURTHER RESOLVED**, the training time frame is extended 60 days for a total of 180 days.

Dated this 20th day of September, 2016

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

u. Payment to Valley Marine for Sheriff Department's Boat Engine Computer Repair

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>September 20, 2016</u> Subject: <u>Approving invoice from Valley Marine for Sheriff's boat</u> Prepared by: <u>slc</u> Reviewed by: <u>MSR</u>	Execute Agreement _____ Pass Resolution <u>X</u> _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u>X</u> _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

**BACKGROUND INFORMATION**

The Benton County Sheriff Department has a boat (#S08-2B) that is managed by the ER&R Fund. The boat's engine computer failed which rendered the engine inoperable. The County has a Service Agreement with Northwest Marine and Sport for repairs. Valley Marine in Yakima is the only dealer in the area that is certified to repair Mercury Verado engines. Since it is the season for boat use, the Sheriff needed the boat repaired immediately. It was taken to Valley Marine and has been repaired. We now have an invoice for \$4,224.82 that needs to be paid by ER&R. It will then be billed to the Sheriff's Department in the regular monthly maintenance billings and reimbursed back to ER&R.

**SUMMARY**

The Sheriff Department's boat needed the engine computer repaired. Valley Marine in Yakima is the only dealer in the area that is certified to do the repairs. Time was of the essence, so the boat was taken to Valley Marine and repaired. We now need to pay the invoice for \$4,224.82.

**RECOMMENDATION**

Approve the payment of the invoice to Valley Marine for repair of the engine computer for \$4,224.82.

**FISCAL IMPACT**

\$4,224.82 expended from the ER&R fund which will be reimbursed back from the Sheriff Department in their regular monthly maintenance billing.

**MOTION**

Approve as part of the Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPROVING PAYMENT OF AN INVOICE FROM VALLEY MARINE FOR THE SHERIFF DEPARTMENT'S BOAT ENGINE COMPUTER REPAIR**

**WHEREAS**, the Sheriff Department's boat (#S08-2B) engine computer failed which rendered the engine inoperable; and

**WHEREAS**, Valley Marine in Yakima, WA is the only dealer in the area that is certified to repair Mercury Verado engines; and

**WHEREAS**, the County Engineer recommended the boat be taken to Valley Marine for engine computer repair; and

**WHEREAS**, Valley Marine has invoiced for the engine computer repair at a total cost of \$4,224.82 including WSST; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners approves the payment of an invoice to Valley Marine for the Sheriff Department's boat engine computer repair at a total cost of \$4,224.82 payable from the ER&R Fund.

Dated this 20th day of September, 2016.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

# I N V O I C E

VALLEY MARINE  
 1904 Fruitvale Blvd.  
 Yakima, WA 98902  
 Phone #: (509)453-6302  
 Fax #: (509)453-8569

PHONE #: (509)539-4769 Ext: **MIKE**  
 CELL #:  
 FAX #: **509**  
 P.O.#:  
 TERMS: **Cash**  
 SALES ORDER#: **33181**  
 SALES TYPE#: **Work Order**  
 CP: **MAX R**  
 SALES REP: **MAX R**

DATE: 8/31/2016 11:53:48 AM  
 INVOICE #: **86199**  
 CUSTOMER#: **112820**  
 LOCATION: **1**  
 DELIVERY:  
 PICK UP:  
 TAG #:  
 TECH: **JAMES C**



*P-CARD purchase*

**BILL TO 112820**

Benton County Sheriff's Dept  
 7122 W Okanogen Place  
 Bldg. B  
 Kennewick, WA 99336

**SHIP TO**

Benton County Sheriff's Dept  
 7122 W Okanogen Place  
 Bldg. B  
 Kennewick, WA 99336

*PO 16-1118*

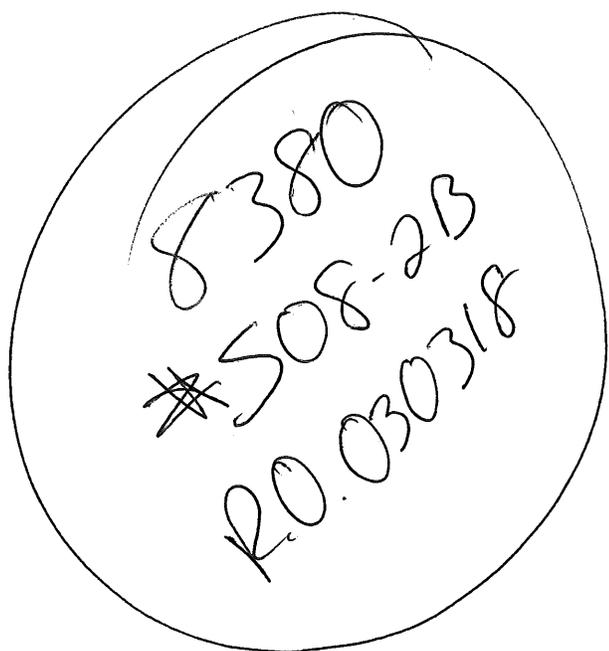
YEAR	MFR	MODEL NUMBER	DESCRIPTION	VIN/SERIAL #	MILAGE / PURCH
			SAFEBOAT		

1: REPLACE ECU Tech: JAMES C [ ] SAFEBOAT

MFR	PRODUCT NUMBER	DESCRIPTION	SOLD	B/O	PRICE	NET	TOTAL
MER	89790734T	PCM	1	0	\$3,985.71	\$3,587.14	\$3,587.14
****	SS	SHOP SUPPLIES	5	0	\$1.00	\$1.00	\$5.00
<b>Parts Job 1:</b>							<b>\$3,592.14</b>

LABOR	DESCRIPTION	HRS	RATE	AMOUNT	TOTAL
*LAB MAR		2.5	\$125.00		\$312.50
<b>Hours Job 1:</b>					<b>2.5</b>
<b>Labor Job 1:</b>					<b>\$312.50</b>
<b>Subtotal Job 1:</b>					<b>\$3,904.64</b>

Thank you for your business!  
 Like us on Facebook at [www.facebook.com/valleymarine.yakima](http://www.facebook.com/valleymarine.yakima)



TOTAL PARTS:	\$3,592.14
TOTAL LABOR:	\$312.50
TOTAL EXTRAS:	\$0.00
SUBTOTAL:	\$3,904.64
TAX:	\$320.18
<b>INVOICE TOTAL:</b>	<b>\$4,224.82</b>
8/31/2016 PMT VISA/MC: 012139	\$4,224.82
AMOUNT DUE:	\$0.00

Pmt Visa/MC AUTH #: 012139 \$4,224.82  
 XXXX-XXXX-XXXX-2339 Credit VS

SIGN X

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE ACCORDING TO CARDHOLDER'S AGREEMENT WITH ISSUER

*Michel M. [Signature]*

Picked Up By: \_\_\_\_\_

# RESOLUTION

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

**IN THE MATTER OF AWARDING A CONTRACT TO D & D TRI-RIVERS EXCAVATING, INC. PASCO, WASHINGTON FOR C.E. 2009 SMP - HANKS ROAD DRAINAGE MODIFICATIONS PROJECT**

**WHEREAS**, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

**WHEREAS**, per Section 3.4.1, for contracts less than \$35,000, County departments are able to solicit bids from contractors from the small works roster and award to the lowest responsible bidder. Such award is to be approved by the Board of Benton County Commissioners by Resolution; and

**WHEREAS**, quotes for C.E. 2009 SMP - Hanks Road Drainage Modifications project were solicited from contractors on the Small Public Works Roster; and

**WHEREAS**, the following three quotes, were received from contractors:

D & D Tri-Rivers Excavating, Inc., Pasco, WA	\$ 22,986.50
Premier Excavation, Pasco, WA	\$ 28,060.99
Allstar Construction Group, Inc., Richland, WA	\$ 39,770.50

**WHEREAS**, the County Engineer reviewed the quotes for completeness and recommends awarding said services to D & D Tri-Rivers Excavating, Inc., Pasco, WA as the lowest bidder; **NOW, THEREFORE**,

**BE IT RESOLVED** the Board of Benton County Commissioners hereby awards the contract for C.E. 2009 SMP – Hanks Road Drainage Modifications to D & D Tri-Rivers Excavating, Inc., Pasco, WA in an amount not to exceed \$22,986.50; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners direct staff to prepare a contract for CE 2009 SMP – Hanks Road Drainage Modifications with D & D Tri-Rivers Excavating, Inc. to be brought back to the Board for approval at a later date.

Dated this 20th day of September 2016.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

PROJECT: CE 2009 SMP- HANKS RD DRAINAGE MODIFICATIONS				D & D TRI-RIVERS EXCAVATING, INC. P. O. Box 3517 Pasco, WA 99302		PREMIER EXCAVATION 306 E. B Circle Pasco, WA 99301		ALLSTAR CONSTRUCTION GROUP, INC. 2546 Van Giesen St. Richland, WA 99354		ENGINEER'S ESTIMATE	
DATE: September 9, 2016											
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	LUMP SUM	L.S.	Lump Sum	1,500.00	Lump Sum	2,740.00	Lump Sum	3,450.00	Lump Sum	1,500.00
2	STRUCTURE EXCAVATION CLASS B INCLUDING HAUL	36.00	C.Y.	175.00	6,300.00	75.00	2,700.00	242.00	8,712.00	50.00	1,800.00
3	QUARRY SPALLS	3.50	C.Y.	195.00	682.50	835.14	2,922.99	717.00	2,509.50	100.00	350.00
4	CRUSHED SURFACING TOP COURSE	52.00	TON	28.00	1,456.00	69.25	3,601.00	47.00	2,444.00	30.00	1,560.00
5	HMA CLASS 3/8" PG 64-22	5.00	TON	425.00	2,125.00	600.00	3,000.00	1,556.00	7,780.00	400.00	2,000.00
6	18" CORRUGATED HDPE PIPE	122.00	L.F.	54.00	6,588.00	40.90	4,989.80	54.00	6,588.00	80.00	9,760.00
7	12" PVC PRESSURE PIPE FOR WATER MAIN	20.00	L.F.	78.00	1,560.00	107.50	2,150.00	65.00	1,300.00	50.00	1,000.00
8	COMMERCIAL CONCRETE FOR HEADWALL	1.00	C.Y.	975.00	975.00	3,075.20	3,075.20	2,674.00	2,674.00	1,000.00	1,000.00
9	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	1,800.00	Lump Sum	2,882.00	Lump Sum	4,313.00	Lump Sum	1,500.00
<b>TOTAL</b>				<b>\$</b>	<b>22,986.50</b>	<b>\$</b>	<b>28,060.99</b>	<b>\$</b>	<b>39,770.50</b>	<b>\$</b>	<b>20,470.00</b>



PROPOSAL  
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

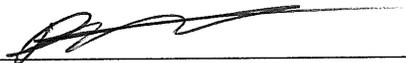
In the Amount of One Thousand ~~Two~~ Hundred dollars  
and 00 Cents  
Cashier's Check X  
Certified Check \_\_\_\_\_ (\$ 1,200.<sup>00</sup> ) Payable to the  
Proposal Bond \_\_\_\_\_ County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 1, 2, & \_\_\_\_\_.

CONTRACTOR'S REGISTRATION  
NO. D0712107964WA

FIRM NAME D+O TTT-RIVERS  
Excavating LLC

  
SIGNATURE OF AUTHORIZED OFFICIAL

Ben Mason VICE President  
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 6<sup>th</sup> day of September, 2016.

ADDRESS OF BIDDER: Po Box 3517 Pasco WA 99302

PRINCIPAL PLACE OF BUSINESS: 4802 Kennedy Rd West Richland WA 99353

TELEPHONE NO.: (509) 534-2584 FAX NO.: (509) 374-4123

EMAIL ADDRESS OF BIDDER: BRM45@Live.com

NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

DATED this 6<sup>th</sup> day of September, 2016.

FIRM NAME: D&O TTI-AMCS ELECTRONICS INC

ADDRESS: PO BOX 3517

PASCO WA 99302

TELEPHONE: 509-554-2564

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
Signature

Ben Madison Vice President  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



PROPOSAL  
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

In the Amount of \_\_\_\_\_

Cashier's Check	_____	_____
Certified Check	_____	(\$ _____) Payable to the
Proposal Bond	<input checked="" type="checkbox"/>	County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_.

CONTRACTOR'S REGISTRATION  
NO. PREMEI 94085

FIRM NAME Premier Excavation

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

Todd Johnson, President  
\_\_\_\_\_  
(PRINT NAME AND TITLE)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 9<sup>th</sup> day of September, 2016.

ADDRESS OF BIDDER: 306 E. B Circle, Pasco, WA 99301

PRINCIPAL PLACE OF BUSINESS: 306 E. B Circle, Pasco, WA 99301

TELEPHONE NO.: (509) 546-0144 FAX NO.: (509) 542-1596

EMAIL ADDRESS OF BIDDER: toddj@premexc.com

NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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DATED this 9th day of September, 2016.

FIRM NAME: Premier Excavation

ADDRESS: 306 E. B Circle  
Pasco, Washington 99301

TELEPHONE: (509) 546-0144

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
\_\_\_\_\_  
Signature

Todd Johnson, President  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

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The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**PROPOSAL**

HANKS ROAD DRAINAGE MODIFICATIONS CE 2009

TO: THE BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY  
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that the undersigned has examined the location of the public works project outlined in these attached special provisions, specifications, and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices: (NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
1	LUMP SUM	L.S.	MOBILIZATION	3450	00	3450	00
2	36	C.Y.	STRUCTURE EXCAVATION CLASS B INCLUDING HAUL	242	00	8712	00
3	3.5	C.Y.	QUARRY SPALLS	717	00	2509	50
4	52.00	TON	CBTC INCLUDING HAUL	47	00	2444	00
5	5.00	TON	HMA CLASS 3/8" PG 64-22	1556	00	7780	00
6	122.00	L.F.	18" CORRUGATED HDPE PIPE	54	00	6588	00
7	20.00	L.F.	12" PVC PRESSURE PIPE FOR WATER MAIN	65	00	1300	00
8	1.00	C.Y.	COMMERCIAL CONCRETE FOR HEADWALL	2674	00	2674	00
9	LUMP SUM	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	4313	00	4313	00
						SUBTOTAL	39770 50
						TOTAL BID	JE 62,398 39770.50

Dated this 9 Day of September, 2016.

Signed: [Signature] Title: President

Printed Name: Bruce Emory

Name of Company: Allstar Construction Group, Inc.

Address: 2546 Van Giesen Street, Richland, WA 99354

Telephone: 509-943-9825 Email: bruce@allstarcqi.com

State Contractor's License No.: ALLSTCG902MZ

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1973 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

DATED this 9 day of September, 2016.

FIRM NAME: Allstar Construction Group, Inc.

ADDRESS: 2546 Van Giesen Street  
Richland, WA 99354

TELEPHONE: 509-943-9825

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
\_\_\_\_\_  
Signature

Bruce Emory - President  
Print Name and Title

  
\_\_\_\_\_  
Signature

Janelle Emory-Secretary/Treasurer  
Print Name and Title

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

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**1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PROPOSAL  
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

In the Amount of 5% of bid

Cashier's Check \_\_\_\_\_

Certified Check \_\_\_\_\_ (\$ \_\_\_\_\_) Payable to the

Proposal Bond  \_\_\_\_\_ County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s) 1, 2, &

CONTRACTOR'S REGISTRATION  
NO. ALLSTCG902M2

FIRM NAME Allstar Construction  
Group, Inc.

  
SIGNATURE OF AUTHORIZED OFFICIAL

Bruce Emory - President  
(PRINT NAME AND TITLE)

Janelle Emory  
SIGNATURE OF AUTHORIZED OFFICIAL

Janelle Emory - Sec/Treasurer  
(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 9 day of September, 2016.

ADDRESS OF BIDDER: 2546 Van Giesen Street, Richland, WA 99354

PRINCIPAL PLACE OF BUSINESS: 2546 Van Giesen Street, Richland, WA 99354

TELEPHONE NO.: (509) 943-9825 FAX NO.: (509) 946-8046

EMAIL ADDRESS OF BIDDER: bruce@allstarcgi.com

NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

w. Line Item Transfer, Fund No. 0101-101, Dept. 500

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>September 20<sup>th</sup>, 2016</u>	Execute Agreement <u>    X    </u>	Consent Agenda <u>    X    </u>
Subject: <u>Line Item Transfer</u>	Pass Resolution <u>    X    </u>	Public Hearing <u>          </u>
Prepared by: <u>    KDL    </u>	Pass Ordinance <u>          </u>	1st Discussion <u>          </u>
Reviewed by: <u>    RLB    </u>	Pass Motion <u>          </u>	2nd Discussion <u>          </u>
	Other <u>          </u>	Other <u>          </u>

**BACKGROUND INFORMATION**

A line item transfer is required to cover the salaries of the temporary employees that work for the road crew and for the administrative office. Funds are being transferred from the budgeted Engineering Tech III position, which is a vacant position.

**SUMMARY**

A line item transfer is required to cover the salaries of temporary employees.

**RECOMMENDATION**

Approve transfer of funds within County Road fund.

**FISCAL IMPACT**

None

**MOTION**

Approve as part of the Consent Agenda.

# RESOLUTION

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

**IN THE MATTER OF COUNTY ROADS, RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND 0101-101, DEPARTMENT NUMBER 500**

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

Dated this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

K. Laughlin

## BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
543.700	1035	Engineering Tech III	\$71,000	543.700	1905	Temp Employee	\$71,000.00
TOTAL			\$71,000	TOTAL			\$71,000

Explanation: A line item transfer is required to cover the salaries of the temporary employees that work for the road crew and for the administrative office. Funds are being transferred from the budgeted Engineering Tech III position, which is a vacant position.

Prepared by:

Date:

Approved  Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL  
DEPARTMENT NUMBER 121.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	3201	Vehicle Fuel	\$10,000	521.210	1927	Overtime Grant Related	\$10,000
TOTAL			\$10,000	TOTAL			\$10,000

**Explanation:**

To appropriate funding for Grant Related Overtime that corresponds to the agreement with the DEA, Resolution 2016-414.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF TRAFFIC  
DEPARTMENT NUMBER 125.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.700	2103	Medical Insurance	\$ 13,100	521.700	1523	Deputy	\$ 4,250
521.700	4102	Contract Services	\$ 1,000	521.700	1530	Deputy	\$ 4,700
521.700	4103	Professional Services	\$ 1,000	521.700	1919	Deputy	\$ 1,750
521.700	4301	Travel	\$ 1,000	521.700	1935	Holiday	\$ 5,000
521.700	4905	Training	\$ 2,000	521.700	2102	Social Security	\$ 1,400
				521.700	2104	Retirement	\$ 1,000
<b>TOTAL</b>				<b>TOTAL</b>			
<b>\$18,100</b>				<b>\$18,100</b>			

**Explanation:**

To appropriate funding for Wages and Benefits. Wages and Benefits need additional appropriation prior to year end due to unbudgeted COLA's.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

z. Contract w/Jiffy Car Wash, Inc. for Washing & Cleaning Vehicles

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Sept. 20, 2016</u>	Execute Contract	<u>  X  </u>
Subject: <u>Contract w/Jiffy Car Wash, Inc.</u>	Pass Resolution	<u>  X  </u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>  X  </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

**BACKGROUND INFORMATION/ SUMMARY**

Per Resolution 2014-804, the Board of Commissioners entered into a personal service contract with Jiffy Car Wash, Inc. for as needed washing and cleaning of fleet vehicles for calendar years 2015 and 2016.

The Sheriff's Office wishes to enter into another contract for calendar years 2017 and 2018.

**RECOMMENDATION**

Approve the attached Resolution and personal service contract between Benton County and Jiffy Car Wash, Inc. for as needed washing and cleaning of fleet vehicles for a total contract amount not to exceed \$7,200 including WSST.

**APPROVED AS TO FORM**

Ryan Lukson, DPA

**FISCAL IMPACT**

A total contract amount not to exceed \$7,200 including WSST. Said expenditures are included in the 2017/2018 Sheriff's Office budgets.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND JIFFY CAR WASH, INC. FOR "AS NEEDED" WASHING AND CLEANING OF FLEET VEHICLES FOR THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS**, per Resolution 2012-677, Section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

**WHEREAS**, the Sheriff's Office currently has a contract with Jiffy Car Wash, Inc. for "as needed" washing and cleaning of fleet vehicles for 2015 and 2016 via Resolution 2014-804; and

**WHEREAS**, the Sheriff's Office recommends entering into another personal service contract for calendar years 2017 and 2018; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Jiffy Car Wash, Inc. for a contract amount not to exceed \$7,200 including WSST; and

**BE IT FURTHER RESOLVED**, the term of the Contract shall commence January 1, 2017 and shall expire December 31, 2018; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached personal service contract between Benton County and Jiffy Car Wash, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

This Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **JIFFY CAR WASH, INC.**, with its principal offices at 2517 W. Kennewick Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this Contract)

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2017 and shall expire on December 31, 2018. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to wash and vacuum out the Benton County Sheriff's Office fleet of motor vehicles on an as needed basis.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be

pertinent and necessary, or as may be requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR: Cheryl Gillespie  
2517 W. Kennewick Ave.  
Kennewick, WA 99336  
Phone: (509) 582-2528
  
- b. For COUNTY: Lisa Small, Contract Coordinator  
7122 W. Okanogan Place, Bldg. B  
Phone: (509) 735-6555 Ext. 3880  
Email: [Lisa.Small@co.benton.wa.us](mailto:Lisa.Small@co.benton.wa.us)

**5. COMPENSATION**

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

- a. The CONTRACTOR shall be paid a flat fee of \$300.00 per month, including Washington State Sales Tax (WSST), for the services described in Section 3a.
  
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$7,200.00 including WSST.
  
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in the Contract.
  
- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
  
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to

the satisfaction of the COUNTY.

- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

**7. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise

in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

**8. INSURANCE**

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of

or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed

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

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

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

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

d. **Other Insurance Provisions:**

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

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY,

its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The

COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

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

## **12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

## **13. COMPLIANCE WITH LAWS**

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

## **14. INSPECTION OF BOOKS AND RECORDS**

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

**15. NONDISCRIMINATION**

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

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

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

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

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or

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

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

### **23. ENTIRE AGREEMENT**

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

### **24. NOTICES**

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

### **25. SURVIVABILITY**

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

### **26. LITIGATION HOLD NOTICE**

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this agreement

may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

**27. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section was left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective January 1, 2017.

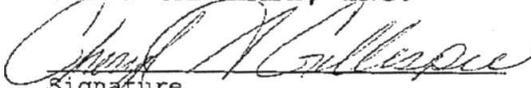
Dated: \_\_\_\_\_

Dated: 9/12/14

**BENTON COUNTY**

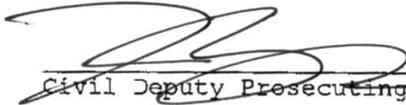
**JEFFY CAR WASH, INC.**

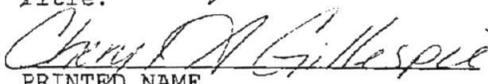
\_\_\_\_\_  
Shon Small, Chairman  
Benton County Commissioner

  
Signature

Approved as to Form

  
Title:

  
Civil Deputy Prosecuting Attorney

  
PRINTED NAME

aa. Contract w/Signs & Wonders,  
Inc. for Custom Vehicle Decals &  
Signs

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Sept. 20, 2016	Execute Contract	<u>X</u>
Subject: Contract w/ Signs & Wonders Inc. dba / Fastsigns	Pass Resolution	<u>X</u>
Prepared by: L. Small	Pass Ordinance	_____
Reviewed by: R. Lukson	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

**BACKGROUND INFORMATION**

The Benton County Sheriff’s Office (BCSO) currently has a Personal Service Contract with Signs & Wonders, Inc. dba/ Fastsigns for custom vehicle decals, signs, and banners.

The BCSO is pleased with the services provided by Signs & Wonders, Inc. and recommends entering into another Personal Service Contract for calendar years 2017 & 2018.

**APPROVED AS TO FORM:**

Ryan Lukson, DPA

**RECOMMENDATION**

The parties wish to enter into a new Personal Service Contract beginning January 1, 2017 through December 31, 2018.

**FISCAL IMPACT**

Amount not to exceed \$30,000 including WSST.

**MOTION**

Consent Agenda

# RESOLUTION

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

**IN THE MATTER OF AWARDING THE PERSONAL SERVICES CONTRACT TO SIGNS & WONDERS, INC. DOING BUSINESS AS FASTSIGNS FOR CUSTOM VEHICLE DECALS, SIGNS, AND BANNERS FOR THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS**, per Resolution 2012-677, Section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

**WHEREAS**, the Benton County Sheriff's Office (BCSO) currently has a Personal Services Contract via Resolution 2014-952 with Signs & Wonders, Inc. dba/ Fastsigns for custom vehicle decals, signs, and banners; and

**WHEREAS**, the BCSO is pleased with the services provided by Fastsigns and recommends entering into another Personal Services Contract for calendar years 2017 and 2018; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the BCSO recommendation and hereby awards the Personal Service Contract to Signs & Wonders Inc., doing business as Fastsigns, in the amount not to exceed \$30,000.00 including WSST; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman to sign the attached Personal Services Contract; and

**BE IT FURTHER RESOLVED** the term of the attached Personal Services Contract commences January 1, 2017 and expires on December 31, 2018.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
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, PA, Fastsigns

Prepared by: L. Small

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SIGNS & WONDERS INC., doing business as FASTSIGNS** a corporation authorized to do business in the State of Washington, with its principal offices at 1409 N. Pittsburg St. Ste. A, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this document).

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2017 and shall expire on December 31, 2018. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. Provide custom graphics for vehicle decals, signs and banners on an as-needed basis.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time

during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR: Jared Lembcke  
1409 N. Pittsburgh St., Suite A  
Kennewick, WA 99336  
Phone: (509) 735-0708  
Email: [139@fastsigns.com](mailto:139@fastsigns.com)
  
- b. For COUNTY: Lisa Small, Contract Coordinator  
7122 W Okanogan Place, Bldg. B  
Kennewick, WA 99336  
Phone: (509) 735-6555 ext. 3880  
Email: [Lisa.Small@co.benton.wa.us](mailto:Lisa.Small@co.benton.wa.us)

**5. COMPENSATION**

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

- a. Service Rates: Rates will be determined at the time services are needed in the form of a quote.
  
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$30,000 including Washington State Sales Tax.
  
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
  
- d. The CONTRACTOR may, in accordance with services and equipment provided, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services

rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

**7. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. **INSURANCE**

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

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

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and

an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

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

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

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

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

d. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this

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

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

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

- 1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.**
- 2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.**
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other

consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

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

**15. NONDISCRIMINATION**

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

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

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**17. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information

supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

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

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

**25. SURVIVABILITY**

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

**26. LITIGATION HOLD NOTICE**

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

**27. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective January 1, 2017.

Dated: \_\_\_\_\_

**BENTON COUNTY**

\_\_\_\_\_  
Shon Small, Chairman  
Benton County Commissioner

Approved as to Form:

  
\_\_\_\_\_  
Ryan J Lukson, Civil DPA

Dated: 9-12-14

**SIGNS & WONDERS INC.,  
Dba/FASTSIGNS**

  
\_\_\_\_\_  
Signature

OWNER MANAGER  
Title:

Jared Lembcke  
PRINTED NAME

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Sept. 20, 2016</u>	Execute Contract	<u>  X  </u>
Subject: <u>Contract Amendment w/ Columbia Cleaners</u>	Pass Resolution	<u>    </u>
Prepared by: <u>L. Small</u>	Pass Ordinance	<u>    </u>
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	<u>    </u>
	Other	<u>    </u>
	Consent Agenda	<u>  X  </u>
	Public Hearing	<u>    </u>
	1st Discussion	<u>    </u>
	2nd Discussion	<u>    </u>
	Other	<u>    </u>

**BACKGROUND INFORMATION/ SUMMARY**

Benton County Sheriff’s Office (BCSO) currently has a contract with Chong Bak dba/Columbia Cleaners for “as needed” dry cleaning and laundry services, with a contract amount not to exceed \$23,000 including WSST that terminates December 31, 2016.

The attached First Amendment is necessary as both parties wish to extend the original terms and conditions of the Contract to December 31, 2018 and increase the overall contract amount to \$36,000 including WSST.

**RECOMMENDATION**

Approve the attached Resolution and First Amendment to the Personal Service Contract between Benton County and Chong Bak dba/Columbia Cleaners for as needed dry cleaning and laundry services for the Benton County Sheriff’s Office, with a contract amount not to exceed \$36,000 including WSST. The term of the contract shall commence January 1, 2016 and shall terminating December 31, 2018.

**APPROVED AS TO FORM**

Ryan Lukson

**FISCAL IMPACT**

Said funds will be paid from the BCSO’s budget from the appropriate departments and are included in the 2017/2018 budget.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE FIRST AMENDMENT TO THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND CHONG BAK DBA/COLUMBIA CLEANERS FOR "AS NEEDED" DRY CLEANING AND LAUNDRY SERVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS**, per Resolution 2015-925 dated December 22, 2015, the Board of Benton County Commissioners entered into a personal service contract with Chong Bak dba/Columbia Cleaners for "as needed" dry cleaning and laundry services with a contract amount not to exceed \$23,000 including WSST; and

**WHEREAS**, the Contract expires on December 31, 2016 and upon mutual agreement of both parties, the original terms and conditions of the Contract may be extended for (2) additional 12-month periods; and

**WHEREAS**, both parties wish to extend the term of the original Contract while maintaining the rest of the Contract in full force and effect; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby agrees to extend the Contract between Benton County and Chong Bak dba/Columbia Cleaners for a contract amount not to exceed \$36,000, including Washington State Sales Tax; and

**BE IT FURTHER RESOLVED**, the term of the Contract shall begin January 1, 2016 and shall expire December 31, 2018; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached First Amendment to the Personal Service Contract between Benton County and Chong Bak dba/Columbia Cleaners.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

**First Amendment to  
Personal Service Contract  
Between  
Benton County and Chong Bak dba/Columbia Cleaners**

**This Contract Amendment**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter “**COUNTY**”), and **CHONG BAK DBA/COLUMBIA CLEANERS**, with its principal offices at 1102 N. Columbia Center Blvd., Ste. A, Kennewick, WA 99336 (hereinafter “**CONTRACTOR**”).

**Recitals**

*Whereas*, COUNTY and CONTRACTOR entered into a Personal Service Contract dated December 22, 2015 (the “Contract”) whereby the CONTRACTOR would perform all necessary dry cleaning and laundry services, to include any necessary repairs, for the employees of the Benton County Sheriff’s Office, as further described in the original Contract.

*Whereas*, the both parties wish to extend the term of the Contract, while maintaining the rest of the Contract in full force and effect.

*Now, therefore*, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below sections which are amended as follows:

- a) Section 2. **DURATION OF CONTRACT** – is hereby deleted and replaced in its entirety with the following:

The term of this Contract shall begin January 1, 2016 and shall expire on December 31, 2018. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

- b) Section 5. **COMPENSATION** – Section 5.b. is hereby deleted and replaced in its entirety with the following:

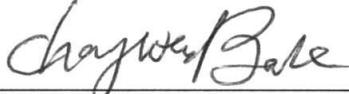
The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **\$36,000** including any applicable sale tax.

IN WITNESS WHEREOF, the Parties to this Contract Amendment have executed this Amendment to take effect upon the signature of both parties.

**BENTON COUNTY**

**CHONG BAK dba/COLUMBIA CLEANERS**

\_\_\_\_\_  
Shon Small, Chairman

  
\_\_\_\_\_  
Chong Bak

Title: Benton County Commissioner

Title: Owner

Date: \_\_\_\_\_

Date: 9-7-2016

Approved as to form:



  
\_\_\_\_\_  
Ryan J. Lukson, Civil DPA

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>Sept. 20, 2016</u>	Execute Contract	<u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Contract with Psychological Consultants</u>	Pass Resolution	<u>X</u>	Public Hearing _____
Prepared by: <u>L. Small</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION/ SUMMARY**

Per Resolution 2015-033 dated January 6, 2015, the Board of Benton County Commissioners awarded the Personal Service Contract to Psychological Consultants, Inc. for “as needed” psychological evaluations for the Benton County Sheriff’s Office with a contract term expiring on December 31, 2016.

The Sheriff’s Office recommends entering into another personal service agreement contract with Psychological Consultants, Inc. for 2017-2018 for a contract amount not to exceed \$30,000; with a termination date of December 31, 2018.

**RECOMMENDATION**

Approve the attached Resolution and personal service contract with Psychological Consultants, Inc. for as needed psychological evaluations for 2017-2018 for the Benton County Sheriff’s Office.

**FISCAL IMPACT**

Expenditure will be paid out of appropriate Sheriff’s Office 2017/2018 budgets.

**MOTION**

Consent Agenda

# RESOLUTION

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

**IN THE MATTER OF A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND PSYCHOLOGICAL CONSULTANTS, INC. FOR “AS NEEDED” PSYCHOLOGICAL EVALUATIONS FOR THE BENTON COUNTY SHERIFF’S OFFICE**

**WHEREAS**, per Resolution 2012-677, Section 4.0 Services “the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

**WHEREAS**, the Sheriff’s Office had a contract with Psychological Consultants, Inc. for “as needed” psychological evaluations for calendar years 2015-2016 via Resolution 2015-033; and

**WHEREAS**, the Sheriff’s Office recommends entering into another personal service contract with Psychological Consultants, Inc. for 2017-2018 for said services with a contract amount not to exceed \$30,000; **NOW, THEREFORE**

**BE IT RESOLVED** , by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff’s Office recommendation and hereby awards the personal service contract to Psychological Consultants, Inc. for “as needed” psychological evaluations for a contract amount not to exceed \$30,000.00 including WSST; and

**BE IT FURTHER RESOLVED** the term of the attached personal service contract commences January 1, 2017 and expires on December 31, 2018; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached contract between Benton County and Psychological Consultants, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

This Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **PSYCHOLOGICAL CONSULTANTS, INC.**, with its principal offices at 2401 Alexander Ave, Richland, WA 99354, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this document)

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2017 and shall expire on December 31, 2018. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The Contractor shall: (1) conduct pre-hire psychological clearance evaluations and Fitness for Duty evaluations, on an as-needed basis as requested by County; (2) provide testing of a more detailed and in-depth nature upon request of the COUNTY for specific, pre-hire clearance applicant(s) (arrangements and specific details of the services requested will be discussed and provided on a case by case basis); and (3) provide individual therapy, emergency crisis consultation or limited critical debriefing with existing staff, upon request of COUNTY. These services shall be provided by Dr. N. L. Boyd or a bona fide employee who is professionally qualified as a Licensed Clinical Psychologist. All services rendered by CONTRACTOR shall be performed in accordance with industry standards for similar professionals. Reports for pre-hire psychological clearance evaluations shall be provided to COUNTY within three weeks of the evaluation.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. This Contract shall be on an "as needed" basis. The COUNTY does not guarantee utilization of the Contract. Moreover, this Contract shall not be construed to require COUNTY, or any of its elected officials, departments or employees to exclusively utilize the services of CONTRACTOR for any of the types of work described or contained in paragraph "a" of this Section.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR: Dr. Naughne L. Boyd  
Executive Director/Owner  
Psychological Consultants, Inc.  
2401 Alexander Ave  
Richland, WA 99354  
[Melissas.pci@gmail.com](mailto:Melissas.pci@gmail.com)
  
- b. For COUNTY: Lisa Small, Contract Coordinator  
7122 W. Okanogan Place, Bldg. B  
Kennewick, WA 99336  
Phone: (509) 735-6555 Ext. 3880  
Fax: (509) 736-3895  
[Lisa.Small@co.benton.wa.us](mailto:Lisa.Small@co.benton.wa.us)

**5. COMPENSATION**

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

- a. CONTRACTOR shall be paid a flat fee of \$600 per pre-hire psychological clearance evaluation. All other services performed by CONTRACTOR under this Contract shall be at the rate of \$175/hr.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$30,000.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with 5a, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

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

for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under**

**this Section 7 shall survive termination and expiration of this Contract.**

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

**8. INSURANCE**

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

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

waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights

or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY**

**shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY as an "Additional Insured" and shall not be reduced or canceled without thirty(30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance are to be provided to the County's Contract Representative referenced in Section 4.b.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.b.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in

which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other

insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

**15. NONDISCRIMINATION**

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

**16. PATENT/COPYRIGHT INFRINGEMENT**

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

or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

**17. DISPUTES**

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

**18. CONFIDENTIALITY**

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

**19. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

**20. SUCCESSORS AND ASSIGNS**

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

**21. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**22. ENTIRE AGREEMENT**

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

**23. NOTICES**

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

**24. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 16); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 25); Public Records Act (Section 26) and confidentiality (Section 18).

**25. LITIGATION HOLD NOTICE**

In the event the COUNTY learns of circumstances leading to an

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

**26. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

This section was intentionally left blank

**IN WITNESS WHEREOF**, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2017.

DATED: \_\_\_\_\_

**BENTON COUNTY**

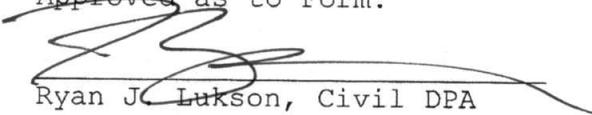
\_\_\_\_\_  
Shon Small, Chairman  
Benton County Commissioner

DATED: \_\_\_\_\_

**PSYCHOLOGICAL CONSULTS, INC.**

*Naughne L Boyd, PhD*  
\_\_\_\_\_  
Dr. Naughne L. Boyd

Approved as to Form:

  
\_\_\_\_\_  
Ryan J. Lukson, Civil DPA

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>Sept. 20, 2016</u>	Execute Contract	<u>X</u>	Consent Agenda
Subject: <u>Contract w/Watch System, LLC</u>	Pass Resolution	<u>X</u>	Public Hearing
Prepared by: <u>L. Small</u>	Pass Ordinance	_____	1st Discussion
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____	2nd Discussion
	Other	_____	Other

**BACKGROUND INFORMATION/ SUMMARY**

The Benton County Sheriff’s Office (BCSO) utilizes a software program called Offender Watch, which is a system of Watch Systems, LLC that manages the location of registered sex offenders. The system is provided through the Washington Association of Police Chiefs Sheriff’s at no cost to the County.

The Benton County Sheriff’s Office currently has a personal service contract and with Watch System, LLC for the mailing of registered sex offender notifications, offender watch mobile, and offender watch booking alert per Resolutions 2014-514 and 2015-514.

The Sheriff’s Office recommends renewing the contract with Watch System, LLC for said services for calendar years 2017 and 2018 for an overall contract amount not to exceed \$5,000, for the cost of the notification mailings.

**RECOMMENDATION**

The Sheriff’s Office recommends renewing the contract with Watch System, LLC for said services for calendar years 2017 and 2018 for an overall contract amount not to exceed \$5,000, for the cost of postage for the notification mailings.

**APPROVED AS TO FORM**

Ryan Lukson, DPA

**FISCAL IMPACT**

Said expenditures will be paid from Current Expense 0000101-Dept 121, from the RSO 2017/2018 budget.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND WATCH SYSTEMS, LLC FOR MAILING OF SEX OFFENDER NOTIFICATIONS, OFFENDER WATCH MOBILE, AND OFFENDER WATCH BOOKING ALERT FOR THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS**, per Resolution 2012-677, Section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

**WHEREAS**, the Sheriff's Office utilizes a software program called Offender Watch, which is a system of Watch Systems, LLC that manages the location of registered sex offenders; and

**WHEREAS**, the system is provided through the Washington Association of Police Chiefs Sheriff's at no cost to the County; and

**WHEREAS**, the Benton County Sheriff's Office currently has a personal service contract and with Watch System, LLC for the mailing of registered sex offender notifications, offender watch mobile, and offender watch booking alert per Resolutions 2014-514 and 2015-514; and

**WHEREAS**, the Sheriff's Office recommends renewing the contract with Watch System, LLC for said services for calendar years 2017 and 2018; and

**WHEREAS**, the cost per each postcard mailed will be the current United States Postal Service first class rate at the time of mailing with a minimum order of \$35.00; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners concurs with the recommendation and hereby awards the personal service contract to Watch Systems, LLC for a contract amount not to exceed \$5,000; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached personal service agreement between Benton County and Watch Systems, LLC; and

**BE IT FURTHER RESOLVED**, the attached contract shall commence shall begin January 1, 2017 and shall terminate December 31, 2018.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_

Clerk of the Board

Constituting the Board of Commissioners  
of Benton County, Washington

Original: BCSO  
cc: Auditor; R. Ozuna; Watch Systems, LLC

Small

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **WATCH SYSTEMS, LLC**, a Louisiana Limited Liability Corporation, with its principal offices at 516 E. Rutland St., Covington, LA 70433, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this document)
- b. Exhibit A - Offender Watch Mailing Services
- c. Exhibit B - Offender Watch Mobile
- d. Exhibit C - Offender Watch Booking Alert

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2017 and shall expire on December 31, 2018. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibits A - C, which are attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and

in accordance with the schedule agreed by the parties.

- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:           Joey Gauthier  
                                  516 East Rutland Street  
                                  Covington, LA 70433  
                                  Phone (985) 871-8110  
                                  Cell: (504) 621-4917  
                                  Email: [jgauthier@watchsystems.com](mailto:jgauthier@watchsystems.com)
  
- b. For COUNTY:                Lisa Small, Contract Coordinator  
                                  7122 W. Okanogan Place, Bldg. B  
                                  Kennewick, WA 99336  
                                  Phone: (509) 735-6555 Ext. 3880  
                                  Email: [Lisa.Small@co.benton.wa.us](mailto:Lisa.Small@co.benton.wa.us)

**5. COMPENSATION**

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

- a. The cost per each postcard mailed will be the current United States Postal Service first class rate at the time of mailing.
- b. For each mailing there is a minimum order of \$35.
- c. The cost for Offender Watch Mobile per Exhibit B shall be \$500 per year for the COUNTY with support for unlimited users.
- d. The cost for Offender Watch Booking Alert per Exhibit C shall be provided at the rate of \$2.40 per year, per offender.
- e. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$5,000.
- f. No payment shall be made for any work performed by the

CONTRACTOR, except for work identified and set forth in this Contract.

- g. The CONTRACTOR may submit invoices to the County not more than once per month. Invoices shall cover the services CONTRACTOR provided during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- h. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- i. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- j. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
  
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**
  
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the

CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

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

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

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

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

insured against whom claims are made or suit is brought.

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate

certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
  7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
  8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
  9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.
- f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

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

with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of

this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract

for six (6) years after Contract termination or expiration.

**15. NONDISCRIMINATION**

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

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

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance

and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**19. CONFIDENTIALITY**

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

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

**25. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

**26. LITIGATION HOLD NOTICE**

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

directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

**27. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2017.

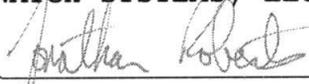
Dated: \_\_\_\_\_

BENTON COUNTY

\_\_\_\_\_  
Shon Small, Chairman  
Benton County Commissioner

Dated: 9/12/2016

WATCH SYSTEMS, LLC

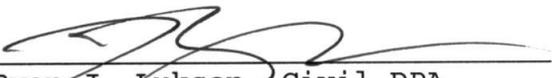
  
\_\_\_\_\_  
Signature

Vice President of Operations

Title:

Jonathan Roberts  
Printed Name

Approved as to Form:

  
\_\_\_\_\_  
Ryan J. Lukson, Civil DPA

## Exhibit A – Scope of Work

**OffenderWatch Mailing Services:** DELIVERABLES and INVESTMENT for the Benton County Sheriff's Office Kennewick, WA 99336

Software included: additional functionality and services to be delivered in addition to the existing OffenderWatch® application which the County currently utilizes. Mailing Services requires the presence of OffenderWatch®

**Services included:** – includes user training, Help Desk support, software maintenance, US postal address updates for your county and continuous software upgrades as they are made available. Also includes Watch Systems Help Desk telephone and email support for offender addresses including repair where possible of unmappable addresses. Since Watch Systems mails to high quality US Postal addresses, we will get very few returns or bad addresses, saving you money and time.

### **Mailing Service Process and Deliverables:**

- As offender data is entered by client and a mailing estimate requested, OffenderWatch determines the number of notification mailings required for the user-defined notification radius, and displays a mailing estimate and the cost based on how many cards will be prepared.
- County is presented with an exact facsimile of the actual mailer for your approval that will be printed and mailed by Watch Systems for you.
- You may decide to send notification mailers for all offenders, or only certain of the most dangerous predators, or according to your local statutes or any plan you decide to implement, at whatever radius for each you elect.
- Notification cards carry your Benton County Sheriff's Office logo, and a personalized message and public service information from your Sheriff Steve Keane, and full offender demographics, address data, registerable offense, vehicles, etc. and photograph.
- OffenderWatch can select a wider notification radius (1 mile for example) for rural offenders and a smaller radius (.3 mile or X amt of feet) for urban offenders – the mailing radius is entirely user selectable.
- County emails or faxes the mailing authorization form to Watch Systems, who then prints and mails the notification mailers. A copy of the notification mailer is sent to your office for record keeping, and a facsimile of each mailer is retained in the offenders OffenderWatch® record for review.
- County has access to an archive database with all mailing particulars including the offender details, the recipient addresses which were mailed to and the distance of each from the offender, etc. and this data is maintained for 2 yrs.

**Investment:** Postal mailings cost per card is based on current first class postage rate, each including access to the OffenderWatch software, and this includes the rental and updates of the US postal addresses for your zip codes, printing, addressing, postage, handling, database updates and maintenance – for each mailing there is a minimum of \$35, which equates to about 71 postal cards.

### **IMPLEMENTATION TIMELINE**

Upon signature of both parties.

## EXHIBIT B

### **OffenderWatch Mobile Application: DELIVERABLES and INVESTMENT for the Benton County Sheriff Office, Prosser WA, 99350**

Software included: additional functionality and services to be delivered in addition to the existing OffenderWatch® application which the agency currently utilizes. OffenderWatch® Mobile Application requires the presence of OffenderWatch® and an Active, valid database of offenders.

**Services included:** – includes unlimited users from the authorized agency, user training, Help Desk support, software maintenance, continuous software upgrades as they are made available. Unlimited users do not extend to partner agencies of the licensed OffenderWatch® agency.

#### **Mobile Application Process and Deliverables: Please see current datasheet and Quick Start guide for latest specifications**

- Upon startup, Watch Systems will enable identified users from the agency with requested rights, to access to the Mobile Application, whereby authorized users, via their own supplied supported device, may then access the OffenderWatch® Mobile application via the internet. Watch Systems will also assure agency has at least one "address-verification" cycle enabled to support mobile device updates
- Agencies must provide their own mobile devices from the list of supported devices and operating systems, and internet/data services which are not included in this agreement.
- Agency must be an current OffenderWatch® client with a valid, active data base in order to utilize OffenderWatch® Mobile Application
- Agency will be able to search for and display offenders by name, together with basic data from the offenders record, update verified date, verified-by, and upload a new photo. If agency has address-verification cycles enabled and established for the offender, the user may update the cycle based on the verification being performed
- Agency can perform a radial search by entering an address or obtaining location by GPS and searching for offenders within a designated radial of the address – agency may then select an offender from the list for viewing or updating their verification data
- Additional features and functions will be enabled and made available over time – updates occur automatically as user logs in to *OffenderWatch®* Mobile.

**Investment:** Mobile Application is provided at \$500/yr for the authorized agency, with support for unlimited users. Setup assistance, user training and continuing software updates is included. Partner agencies of the *OffenderWatch®* licensed agency (such as PD's, DA, Probation and Parole, etc.) may be granted an *OffenderWatch®* Mobile sublicense for \$500/yr. each per agency.

#### **IMPLEMENTATION TIMELINE**

Approximately 10 Days or less from start of agreement.

#### **PAYMENT AND BILLING TERMS**

We will invoice you for the Mobile Application and payment is due upon receipt.

## EXHIBIT C

### **OffenderWatch Booking Alert: DELIVERABLES and INVESTMENT for the Benton County Sheriffs Office, Prosser, WA**

Software included: additional functionality and services to be delivered in addition to the existing OffenderWatch® application which the agency currently utilizes. Active Contact requires the presence of OffenderWatch®.

**Services included:** – includes user training, Help Desk support, software maintenance, continuous software upgrades as they are made available. Also includes Watch Systems Help Desk telephone and email support for offender addresses including repair where possible of unmappable addresses.

#### **Booking Alert Process and Deliverables:**

- Upon startup, Watch Systems will create an automated daily process to electronically compare Agency's offender data residing in OffenderWatch® to the APPRISS OffenderNet database of inmates incarcerated in state and local jails all across America – this the largest database in America of inmates but does not contain 100% of the states and local institutions
- When one of your agency's offenders is detected in the OffenderNet database (a 'hit' as it is called), Booking Alert will automatically and immediately email your designated contact advising them the details of the offender who was booked or released from jail and the location of the jail.

**Investment:** Booking Alert is provided at the rate of \$2.40/yr per offender. If OffenderWatch® is provided by the state, the OffenderWatch® investment from the population based current price sheet is used to determine minimum. Setup and training is included. Offender count at the start of the year provides the basis for billing.

#### **IMPLEMENTATION TIMELINE**

Approx 30 Days or less from start of agreement.

#### **PAYMENT AND BILLING TERMS**

We will invoice you for the Booking Alert Application and payment is due upon receipt.

**JOINT RESOLUTION**

**BENTON COUNTY RESOLUTION NO.** \_\_\_\_\_

**FRANKLIN COUNTY RESOLUTION NO.** 2016-338

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

**RE: IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2016 IN THE AMOUNT OF \$491,095 FOR ADULT SERVICES**

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

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

**WHEREAS**, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Adult Services for PY16; NOW, THEREFORE,

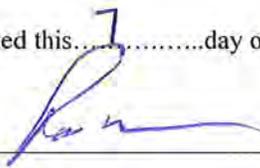
**BE IT RESOLVED** that the Benton and Franklin Counties Board of Commissioners has received the proposed contract between the WDC and Career Path Services, in the amount of \$491,095 for Adult Services, effective July 1, 2016 through June 30, 2017, and does not object to such contract; and,

**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 and Franklin County Commissioners.

Dated this.....day of....., 2016

Dated this 7 day of September, 2016

\_\_\_\_\_  
Chairman of Board

  
\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

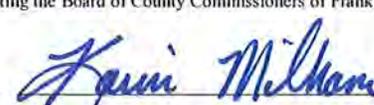
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: \_\_\_\_\_

Attest:   
\_\_\_\_\_

Clerk of the Board

Clerk of the Board

**WORKFORCE INNOVATION & OPPORTUNITY ACT  
SERVICE PROVIDER CONTRACT  
CFDA #17.258 WDC Contract No. S-PY16 ADULT**

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 "WDC". All activities performed pursuant to this contract and all subsequent modifications will be in accordance with the Workforce Innovation & Opportunity Act (WIOA) of 2014, and its accompanying regulations, and all applicable federal, state, and local laws, rules, and regulations, Washington State policies and guidelines, and the 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, 2016, regardless of the date of execution, and be completed on June 30, 2017, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIOA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the 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, the Contractor is only entitled to reimbursement of actual WIOA expenditures prior to the date of termination.

Payments to the Contractor by the WDC for services performed prior to October 1, 2016, may not exceed \$78,531, and the total amount of payments under this Contract is limited to and may not exceed \$491,095.

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 WDC

FOR THE CONTRACTOR

  
Executive Director 8/30/16  
Date

\_\_\_\_\_  
CEO Date

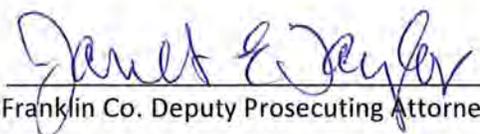
Received & Reviewed:

Approved as to form:

\_\_\_\_\_  
Chairman, Benton Co. Commissioners Date

 8/19/16  
Benton Co. Deputy Prosecuting Attorney Date

 9.1.16  
Chairman, Franklin Co. Commissioners Date

 9.1.16  
Franklin Co. Deputy Prosecuting Attorney Date

**GENERAL TERMS AND CONDITIONS**  
for  
**Contracts**  
under  
**THE WORKFORCE INNOVATION and OPPORTUNITY ACT**

**1 INTRODUCTION**

**1.1 Scope**

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Workforce Development Council (WDC) under Title I of the Workforce Innovation and Opportunity Act is subject to.

**1.2 Definitions**

“Contractor” shall mean the entity receiving funding under this contract.

“DOL” shall mean the United States Department of Labor.

“ESD” shall mean the Washington State Employment Security Department.

“ETA” shall mean the United States Department of Labor Employment and Training Administration.

“Materials” shall mean all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

“Negotiated Indirect Cost Rate” shall mean the Contractors’ maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Contractor receives the most funding in accordance with 2 CFR 200.

“RCW” shall mean the Revised Code of Washington.

“EO Officer” shall mean the Equal Opportunity Officer of the WDC.

“WIA” shall mean the Workforce Investment Act (Public Law 105-220).

“WIOA” shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

**1.3 Applicable Laws**

Throughout the term of this contract, Contractor shall comply will all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128(WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

**1.4 Assignment and Delegation**

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **1.5 Governing Law**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington.

### **1.6 Modification**

If the WDC fails to receive sufficient WIOA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due, as identified, or terminate all or part of this contract.

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

A written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to the WDC Programs Manager, and followed up by a formal modification to the contract.

Individual line items may be over expended, up to a maximum of 15% of the expenditure line item, without pre-approval by the WDC, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this contract.

### **1.7 Severability**

The provisions of this contract are intended to be severable. If any term or provision shall be held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.

## **2 SUBAWARDS**

In the event the Contractor disburses any funding from this contract to a sub-contractor, the Contractor shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

## **3 ASSURANCES**

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.

The Contractor shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

As a condition to the award of financial assistance from the DOL under Title I of WIOA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 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 WIOA Title I-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; and
- 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 WIOA Title I-financially assisted

program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4 CONTRACTOR REGISTRATION**

If applicable, the Contractor shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Contractor will provide the WDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Contractor's commencing services under this Contractor.

#### **5 CONFLICT OF INTEREST**

##### **5.1 Conflict of Interest**

Contractor shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award.

- a. Individual;
- b. Member of the immediate family;
- c. Employing organization; or
- d. Future employing organization.

A Contractor cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Contractor must abide by WIOA Title I Policy 5405.

##### **5.2 Code of Conduct**

Contractor shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all of Contractor's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

##### **5.3 Gifts**

Gratuities in the form of entertainment, gifts or otherwise offered by the Contractor, or an agent or representative of the Contractor to any officer or employee of the WDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the WDC.

##### **5.4 Public Service Ethics**

Contractor shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

## **6 CONFLICTING PROVISIONS**

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

## **7 DEBARMENT AND SUSPENSION**

Contractor must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Contractor must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Contractor must provide a signed statement, attached as Exhibit E to this Contract that it is complying with the requirements of this section.

## **8 DISPUTE RESOLUTION**

### **8.1 Dispute Resolution**

In the event a dispute arises out of this Contract between the WDC and the Contractor, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

### **8.2 Venue**

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

### **8.3 Fees and Costs**

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

## **9 ACCESS AND MONITORING**

### **9.1 Access to Facilities**

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the WDC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right, subject to conformance with Contractor's safety and security standards provided in advance to the WDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the WDC.

### **9.2 Audits**

To the extent permitted by law, at any time during normal business hours and as often as the WDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the WDC deem necessary, the Contractor shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records

including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the contract. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that Contractor also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Contractor and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Contractor expends \$750,000 or more during the Contractor's fiscal year of federal award money, Contractor must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

### **9.3 Records Storage**

The Contractor shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Contractor shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

### **9.4 Contractor Application**

Contractor shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with sub-contractors.

## **10 RECORDS**

### **10.1 Protection of Confidential information**

Contractor shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this contract unless:

- a. Related to the purpose of this contract;
- b. Required by law; or
- c. Authorized by prior written approval of the person who is the subject of the confidential information.

Contractor shall maintain proper security measures to protect all confidential information.

### **10.2 Records Retention**

The Contractor shall:

- a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the contracting agency;
- b. Retain records for non-expendable property for a period of three years after final disposition of the property;
- c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, clients, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
- d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;
- e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
- f. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and
- g. Comply with all other requirements of WIOA Title I Policy #5403.

### **10.3 Safeguarding of Client Information**

Without prior written consent by the recipient or client or as otherwise required by law, Contractor shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Contractor's responsibilities under this Contract.

### **10.4 Procurement Records**

Contractor must maintain records detailing the history of all purchasing and procurement in which funds from this contract were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract price.

## **11 ENERGY AND POLICY CONSERVATION**

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 (42 U.S.C. 6201).

## **12 ENVIRONMENTAL COMPLIANCE**

If Contractor is receiving over \$100,000 in federal grants under this contract, 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).

## **13 FUNDING**

### **13.1 Funding Provided**

Funding made available through this contract is limited to the funding expressly provided in this agreement. Contractor will use the funding provided in this contract only on allowable costs. The WDC will honor all allowable costs submitted within the funding period if funding is available.

### **13.2 Profit**

Any profit generated by funds made available under this contract must be used or returned to the WDC in accordance with WIOA Title I Policy #5220.

### **13.3 Recapture**

Funding provided in this contract is subject to recapture under WIOA Title I Policy #5275.

### **13.4 Indirect Cost Rate**

Contractor shall not spend funding obtained either through this contract or any other WIOA contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

### **13.5 Transfer of Funding**

Contractor may apply to the WDC WIOA Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Contractor must obtain prior written approval from the WDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I Policy #5401.

### **13.6 Repayment of Disallowed Costs**

Contractor may be required to repay the WDC for any costs that are determined by the WDC to be a disallowable cost.

## **14 CONFERENCES AND MEETINGS**

### **14.1 Approval**

Conferences sponsored in whole or in part by the Contractor using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of

the Federal Award. The Contractor must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

#### **14.2 Executive Branch Meetings**

The Contractor must not use any funds from this contract for the purpose of defraying the costs of a conference held by any executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this contract. No funds from this contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

#### **14.3 Hotel-Motel Fire Safety Act**

Pursuant to 15 U.S.C 2225(a), Contractor must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

### **15 CONTRACTOR STAFFING AND WORKPLACE**

#### **15.1 Drug-Free Workplace**

Contractor must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

#### **15.2 Licensing**

Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this contract.

#### **15.3 Salary and Bonus Limitations**

No funds received under this contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

#### **15.4 Taxes**

Contractor shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the contractor staff.

#### **15.5 Motor Vehicle Safety Policies**

Contractor is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

#### **15.6 Wages and Hours**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Contractor in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.) Any wages paid by Contractor using funds from this contract shall be reasonable, necessary, and allocable for performance of this contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through statewide workforce delivery system.

## **16 INSURANCE AND BONDING**

### **16.1 Bonding**

The Contractor shall ensure that:

- a. Contractor has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
- b. Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
- c. If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

### **16.2 Business Auto Policy**

The 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, sub-contractors, or volunteers are used to provide services in performance of this contract.

### **16.3 Commercial General Liability Insurance**

The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

### **16.4 Industrial Insurance Coverage**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the WDC may collect from the Contractor the full amount payable to the Industrial Insurance accident fund.

The WDC may:

- a. Deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Agency under this Agreement; and
- b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Contractor.

### **16.5 Professional Liability Insurance**

The Contractor shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: \$300,000 per incident, loss or person. The Contractor shall ensure employees and any sub-contractor are covered by professional liability insurance.

### **16.6 Additional Provisions**

#### **16.6.1 Excess Coverage**

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified.

#### **16.6.2 Identification**

All insurance policies shall reference this contract.

#### **16.6.3 Insurance Carrier Rating**

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

#### **16.6.4 Material Changes**

The WDC shall be given advance notice of any material change to insurance policies coverage for services provided under this contract.

#### **16.6.5 Self-Insured**

If self-insured, the contract warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this contract, and that the Contractor's Risk Officer or appropriate individual will provide the WDC evidence of such insurance.

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

### **17 INTELLECTUAL PROPERTY RIGHTS**

#### **17.1 Federal Requirements**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this contract, including a sub-contract; and ii) any rights of copyright to which the contractor, sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable contract activities.

If applicable, the following needs to be on all products developed in whole or in part with contract funds:

"This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the contractor and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

#### **17.2 Ownership of Materials**

Unless otherwise provided, and subject to the other requirements listed in this contract, Contractor shall retain ownership of all material it creates using funds from this contract.

#### **17.3 Licensing of Materials.**

Contractor shall license to the public all materials created or modified using funds from this contract under the Creative Commons Attribution License. For materials created using funds from this contract, or that were developed using WIA or WIOA funding, Contractor hereby grants to the WDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the WDC.

### **18 INTERNAL CONTROLS**

Contractor must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide

safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the WDC or the contractor considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Contractor is:

- a. Managing funds under this contract in compliance with federal statutes, regulations, and the terms of this contract;
- b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
- c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this contract; and
- d. Taking prompt action when instances of noncompliance are identified.

## **19 LIMITATIONS ON CONSTRUCTION AND REPAIR**

### **19.1 Copeland Anti-Kickback Act**

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

### **19.2 Davis-Bacon Act**

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of \$2,000.

### **19.3 Flood Insurance**

No funds obtained through this contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

### **19.4 Funding for Construction**

Unless specified otherwise in this contract, Contractor shall not spend any funds from this contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this contract must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191).

### **19.5 Religious Construction**

Contractor shall not use any funds made available through this contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA clients may be allowed.

## **20 LIMITATIONS ON FUNDING PROVIDED**

### **20.1 ACORN Prohibition**

No funds made available under this contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

### **20.2 Business Relocation**

No funds obtained through this contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any

business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

**20.3 Religious Activity Trainings**

Contractor shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this contract may be used to employ or train clients in religious activities.

**20.4 Health Benefits Coverage**

The Contractor shall ensure that the use of funds obtained through this contract used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

**20.5 Trafficking in Persons**

No funds obtained through this contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at <http://doleta.gov/grants/resources.cfm>.

**21 LOBBYING**

**21.1 Restrictions on Lobbying**

Contractor shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the grant period.

**21.2 Certification**

Contractor shall provide, in Exhibit D to this Agreement, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

**21.3 Publicity**

No funds provided under this contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

**22 NONDISCRIMINATION**

Contractor shall comply with all nondiscrimination requirements listed in this agreement, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

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

- a. Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
- b. Providing opportunities in, or treating any person in regard to, such a program or activity; or
- c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The 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 WIOA policies and procedures issued.

#### **22.1 Discrimination**

No individual shall be excluded from participation in, denied 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, sexual orientation, national origin, age, disability, political affiliation or belief. Additionally, Contractor must take reasonable steps to ensure that individuals with limited English proficiency have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, and Pages 32289-32305.

#### **22.2 Program Participation**

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees and other immigrants authorized by the Attorney General of the United States to work in the United States. No person may discriminate against an individual who is a client in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a client.

#### **22.3 Notification**

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 client. A signed copy of the notice will also be made a part of the client's file. All medical information and/or information regarding a client's disability must be kept confidential and maintained in a file that is separate from the client'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 WIOA Title I financially assisted programs or activities.

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

#### **22.4 Reporting**

The Contractor shall promptly notify the WDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of WIOA, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The WDC EO Officer will notify the Director of ESD; Civil Rights Center (CRC); the Office of the Assistant Secretary for Administration and Management; and DOL.

## **23 PERFORMANCE STANDARDS**

Contractor shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Contractor must also enter all necessary data for federal reporting and performance accountability measures WorkSource WA Case Management Systems.

## **24 PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## **25 PURCHASING AND CONTRACTING REQUIREMENTS**

### **25.1 Buy American Act**

Purchases made under this contractor using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this contract.

### **25.2 Procurement Requirements**

All purchasing of goods and services by Contractor using funds made available through this contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

- a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
- b. Complying with competition requirements of 2 CFR 200.319;
- c. Following the proper method of procurement as identified in 2 CFR 200.320, including but not limited to following the simplified acquisition threshold;
- d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
- e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Contractor is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

### **25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

### **25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to an agreements with the authority responsible for collecting the tax liability.

### **25.5 Prohibition on Contracting with Inverted Domestic Corporations**

No funds made available under this contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

### **25.6 Oversight**

Contractor must maintain oversight over all sub-contracts. This includes, but is not limited to, monitoring performance regarding terms, conditions, and specifications.

### **25.7 Equipment and Supplies**

#### **25.7.1 Acquisition**

Contractor must receive prior approval from the WDC for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year using funds obtained through this contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

#### **25.7.2 Equipment Management**

All equipment purchased with funds obtained through this contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment in accordance with federal and state law.

#### **25.7.3 Supplies**

Title to supplies acquired with funding provided under this contract shall vest with the Contractor at acquisition. A residual inventory of unused supplies exceeding \$5000 in value at the time of completion of this contract must be used by the Contractor on other federal projects, or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

### **25.8 Recovered Materials**

Purchases made pursuant to this contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over \$10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

## **26 RELATIONSHIP OF THE PARTIES**

### **26.1 Independent Contractor**

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the WDC. The Contractor will not hold himself/herself out as, nor claim to be an officer or employee of, the WDC by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **26.2 Indemnification**

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

and the Contractor, any damages allowed shall be paid in proportion to the percentage of negligence attributed to each party.

## **27 PAYMENTS AND REPORTING**

### **27.1 Payment Requests**

All payments to the Contractor shall be for the 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 WDC requirements and procedures governing reimbursements. The WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to a Contractor's reimbursement request. The Contractor shall expend a minimum of 85% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

### **27.2 Closeout**

Contractor shall comply with WIOA Title I Policy #5245 regarding the closeout of this contract. This includes, but is not limited to, completing a formal closeout within sixty calendar days, or as otherwise instructed, after the end of this contract, or when the funding is fully utilized, whichever comes first.

### **27.3 Monthly Reports**

Contractor must submit monthly financial and program reports to the WDC. These reports should be sent via email by the Contractor.

### **27.4 Certifications**

Any annual and final fiscal reports or vouchers requesting payment under this contractor must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

## **28 MILITARY SELECTIVE SERVICE**

Contractor shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

## **29 VETERANS PRIORITY**

The Jobs for Veterans Act (Public Law 107-288) requires Contractor to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the contractor give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Contractor must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09.

## **30 VIOLATION OF PRIVACY ACT**

No funds made available under this contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

**31 USE OF NAME PROHIBITED**

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

**32 USE OF STATE RESOURCES**

Contractor and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

**33 WAIVER**

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

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



STATE OF WASHINGTON  
EMPLOYMENT SECURITY DEPARTMENT  
PO Box 9046 Olympia, WA 98507-9046

**EQUAL OPPORTUNITY IS THE LAW**  
**29 CFR Part 38.30**

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

**WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION**

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the 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.

## **Workforce Innovation and Opportunity Act (WIOA) Services for Adults**

### **A. OVERVIEW**

The One-Stop system is the basic delivery system for adult services. Through this system eligible, low income (as defined in WIOA Section 2 (36)) adults can access services organized into basic and individualized career services, training services and post-program follow-up services (as defined in WIOA Section 134 (c) (3) (A) (ii).

The Contractor shall deliver client services in a manner that supports WIOA services through the One-Stop delivery system and the Benton-Franklin Workforce Development Council (WDC) 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 WIOA 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
- Development and maintaining records
- Coordinating with the Business Services Unit (BSU)\*

\*BSU Definition: those staff employed by the Employment Security Department that provide services to business/employer customers at WorkSource Columbia Basin.

### **B. RECRUITING AND ORIENTATIONS**

Performance outcomes begin with effective recruitment. The Contractor shall take the WorkSource Columbia Basin (WSCB) WIOA services to the community through a broad based, targeted outreach effort. Community outreach will include partnering with community organizations for referrals. When appropriate to maximize resources, co-enrollment will occur with community partners.

The Contractor shall work with the Guest Resource Specialists (GRS)\* and other WSCB partners to receive potential adult clients through the WSCB referral system.

Recruiting for adults will include conducting informational orientations to provide an initial overview of program services and eligibility requirements. Information will be provided on apprenticeship programs, self-employment and initial assessment opportunities.

Comprehensive case management will begin when the Contractor determines that a job seeker requires individualized career services to successfully attain employment and self-sufficiency.

\*GRS Definition: those staff that assess the needs of customers when they come in the door at WSCB. They are proficient in the basic eligibility requirements of all programs and services. They deliver customer services via a concierge style model, guiding customers in choosing from the extensive menu of services.

**C. ELIGIBILITY DETERMINATION AND PRIORITY REQUIREMENTS**

Individualized career services will require eligibility determination and registration into the WIOA Adult Program. The Contractor will conduct intake and require 100% eligibility verification documentation as well as supervisory review and approval.

The Contractor shall determine Adult Program eligibility compliance with WIOA Section 134 and with Local WDC WIOA Eligibility Policy #2015-01, and ensure the client is:

- Eighteen (18) years of age or older
- Legally entitled to work in the United States; and
- Selective Services registration for Males
- Low income as defined by the WIOA, section 3 (36)

The Contractor shall give priority of enrollment and service to Veterans and their eligible spouses in all workforce programs.

Contractor shall give Adult Program priority to recipients of public assistance, other low income individuals, and individuals who are basic skills deficient for receipt of Career Services and Training Services under WIOA Title 1, Sections 133 and 134, Adult Formula Funds.

**D. ASSESSMENTS**

Assessments are a crucial link in identifying competencies that prepare job seekers to successfully enter employment. The Contractor shall utilize the skills assessment tools approved by the WDC to showcase a client's current skills, identify areas in need of improvement and determination of remediation needs. The results on the front end will be used to develop the clients Individual Employment Plan (IEP).

**E. INDIVIDUAL EMPLOYMENT PLAN**

As an initial step to offering individualized career services to a client, the Contractor shall develop an IEP for each eligible client. The IEP identifies the client's employment goals and objectives including training and services needed to achieve self-sufficiency. The IEP is a living document that is reviewed with the client and updated as changes occur. The IEP:

- Will be completed at registration for individualized career services

- Will use assessment results, the self-sufficiency calculator and labor market information to develop goals and desired outcomes
- Will include career exploration options by providing labor market information on demand occupations, apprenticeship and self-employment.
- Will establish goals that include work readiness preparation, basic skills remediation, training needs and job search strategies
- Will create a timeline for achieving employment which will be stream lined so clients can attach to the workforce quickly
- Will be reviewed and updated regularly with the client

**F. INDIVIDUALIZED CAREER SERVICES**

When the Contractor determines that individualized career services are appropriate for a client to obtain employment those services shall be made available and can include, but are not limited to:

- Development of an IEP to identify the employment goals, appropriate achievement objectives, and appropriate combination of services needed to achieve his or her employment goals, including the list of and information about, eligible training providers, and career pathways to attain career objectives
- Career Planning
- Short-term pre-vocational services, including development of communication skills, interview skills, punctuality and professional conduct
- Internships and work experiences that are linked to careers
- Activities that help a client acquire a combination of basic academic skills, digital literacy skills, critical thinking skills, self-management skills and other competencies necessary for the successful transition into the completion of training and employment.
- English language acquisition
- Financial Literacy

**G. TRAINING SERVICES**

Training services are provided to clients after the Contractor determines the client eligible, is registered and in need of additional services to obtain employment. As part of the eligibility process, the client must receive, at a minimum, an interview, evaluation or assessment and career planning or other means by which eligibility for WIOA funded training services can be determined. However, if career services are not provided before training, the client file must document the client's eligibility for training services and explain how this determination was made by interview, evaluation or assessment.

**H. INDIVIDUAL TRAINING ACCOUNTS**

Clients interested in improving their vocational skills or in gaining occupational certificates will engage in training opportunities, targeting growth industries. Use of an Individual Training Account (ITA) will provide clients with specialized training services through state approved training providers. ITA's are designated to provide education and skills to clients who are in need of training, preparing them for employment.

The Contractor will maximize client choice when selecting an eligible provider for training, per WIOA Section 134 (c) (3) (F) (i). While there is not a local lifetime limit per client, "cost reasonableness" is an important consideration. The Contractor will work with clients to develop training plans that leverage outside resources, including but not limited, to Worker Retraining, PELL Grants, Scholarships and Commissioner Approved Training. Emphasis is placed on training plans driven by labor market demand and leading to a clear path to employment. The IEP and associated ITA shall reflect combined resources from various funding sources being applied to a client's plan as well as specific WIOA dollars needed to achieve goals. The Contractor shall follow Local WDC WIOA Policy #2015-04 Individual Training Accounts when providing a client this training service.

**I. SUPPORTIVE SERVICES**

Support services are utilized to enable the client to transition to self-sufficiency. The self-sufficiency calculator is used to assist the client in budget planning and to determine what their needs will be to successfully complete their training plan and job search. The Contractor shall assist the client in identifying gaps and in locating resources to close these gaps. All support services allowed by law (refer to Local WDC WIOA Policy #2015-02 Supportive Services) will be used to help stabilize a client's personal life and remove or neutralize barriers to participation and employment. Only after outside resources have been exhausted will the Contractor use WIOA funded supportive services to assist the client. Supportive services can be used to purchase items and services related to job search and training.

**J. WORK EXPERIENCE**

The Contractor will enhance the employability of a client who has limited work history by providing short term work assignments to develop good work habits and basic work skills. Work Experience (WEX) helps the client gain experience in an interest area, obtain a letter of recommendation, create networking opportunities and boost their resume with real world job specific skills. The Contractor shall follow Local WDC WIOA Policy #2015-06 Work Experience when establishing WEX for a client.

**K. ON THE JOB TRAINING**

On the Job Training (OJT) is an effective tool in placing clients into demand occupations with employers. OJT is training provided by employers to clients and provides the knowledge and skills essential to adequately perform the job. Using an OJT the Contractor may reimburse the employer up to 75% of the clients' wages and is limited in duration. The duration is appropriate to the occupation for which the client is being trained, taking into account training content, clients' prior work experience, and clients' service strategies. When properly used, OJT allows adults with little or no work experience to compete with others in the talent pool. Nearly all employers face ordinary training costs when they hire an individual. The OJT reimbursement defrays the extraordinary training costs incurred when an employer hires an adult client. This tool will only be used by clients who have demonstrated a desire to succeed by meeting participation and attendance requirements in prior service components. The Contractor shall follow Local WDC WIOA Policy #2015-05 On-the-Job Training when establishing an OJT for a client.

**L. SELF-EMPLOYMENT**

The Contractor shall comply with state statutes regarding self-employment assistance and entrepreneurial training as reflected in RCW 50.62.030 (2). The Contractor shall notify all WIOA eligible clients of the availability of self-employment assistance and entrepreneurial training in their Workforce Development Area (WDA) and provide such assistance and training to those eligible individuals that request it. The Contractor shall follow Local WDC WIOA Policy #2015-07 Self-Employment when assisting a client with entrepreneurial training and self-employment.

**M. CUSTOMIZED TRAINING**

The Contractor shall develop customized training to meet the special requirements of an employer, combining classroom training and OJT. This training should be designed to meet the requirements of an employer or group of employers with a commitment by the employer to employ an individual upon successful completion of the training. Employed workers are eligible for customized training only if they are not earning a self-sufficient wage.

**N. APPRENTICESHIP**

The Contractor shall work in cooperation with local labor organizations to refer and encourage program clients to explore "pre-apprenticeship" programs. Several trades' apprenticeship programs have pre-requisites to enter the program, which include educational skills criteria. The Contractor will ensure clients 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 IEP.

**O. CASE NOTES**

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each client. Case notes are critical and provided evidence of services and activities provided to clients while enrolled in WIOA activities as well as compliance with federal, state, and local laws and policies. The Contractor shall follow Local WDC WIOA Policy #2015-14 during the client’s participation in the WIOA Adult program.

**P. RETENTION AND FOLLOW-UP**

The ultimate goal of program participation will be connecting disadvantaged adults to workforce training and education opportunities, which in turn promote economic vitality. The Contractor will use the Efforts to Outcomes (ETO) database. The Contractor shall:

- Assist employers as a neutral party when challenges arise at the worksite
- Supply consultation to both the employer and employee in order to enhance or neutralize barriers that are affecting work habits
- Locate needed training opportunities
- Give information on employment or wage upgrade options
- Supply job search and replacement assistance if needed
- Maintain contact with the client

**Q. CO-ENROLLMENT BETWEEN CONTRACTS**

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden the services and placement support needs. The Contractor must document need prior to co-enrolling a client. The client must have a clear understanding of the programs they are participating in. No duplication of service will be allowed. The ETO database, case notes and the clients’ IEP shall be used to document separation of services.

**R. WORKSOURCE COLUMBIA BASIN OPERATIONS**

Contractor staff stationed at WSCB will work within established policies and procedures of the One-Stop Center to ensure quality services to job seekers and business customers.

**S. MINIMUM SPENDING LEVELS**

The Contractor shall expend a minimum of 90% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

**T. WIOA ADULT PERFORMANCE MEASURES**

The Contractor is responsible for meeting, and encouraged to exceed, the WDC's Adult performance measures for Program Year 2016 that are set forth below.

Second Quarter Employment – 74%

Definition: Percentage of program clients who are in unsubsidized employment during the second quarter after exit from the program.

Second Quarter Median Earnings – \$4,911

Definition: Median earning of program clients who are in unsubsidized employment during the second quarter after exit from the program.

Fourth Quarter Employment – 75%

Definition: Percentage of program clients who are in unsubsidized employment during the fourth quarter after exit from the program.

Credential of Clients with Training – 73%

Definition: Percentage of program clients who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.

**U. TRAINING GOALS**

The Contractor shall provide monthly performance reporting to the WDC that identifies progress toward attainment of negotiated training goals. The desired outcome is to meet these totals on a quarterly basis. Although 198 clients are required to be enrolled in the program, and receive services, only 62 or more are required to receive training services. The nature of the training services required to be offered is set forth below.

**EXHIBIT B – STATEMENT OF WORK (ADULT)**

**Quarter Ending**

<b>Adult Training Services</b>	9-2016	12-2016	3-2017	6-2017
(cumulative totals)				
ITA	0	15	30	34
OJT	0	5	8	12
WEX	2	5	10	14
Entrepreneurial Training	1	1	2	2
<b>Total Training Services</b>	<b>3</b>	<b>26</b>	<b>50</b>	<b>62</b>

**V. ENROLLMENTS AND EXITS**

The Contractor is required to meet the following annual totals for enrollment and exit. 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.

**Quarter Ending**

<b>Adult Targets</b>	9-2016	12-2016	3-2017	6-2017
(cumulative totals)				
Carry-in Registrations	60	60	60	60
New Registrations	15	90	120	138
<b>Total Registrations</b>	<b>75</b>	<b>150</b>	<b>180</b>	<b>198</b>
<b>Total Exits</b>	<b>15</b>	<b>55</b>	<b>100</b>	<b>139</b>

EXHIBIT C - BUDGET

CONTRACTOR: CPS  
PROGRAM TITLE: ADULT  
PROGRAM YEAR: PY16

EFFECTIVE DATE: 7/1/2016

Budget Line Item	Total
Salaries & Benefits	\$ 184,909
Other Direct Costs	\$ 51,726
Direct Participant Costs	\$ 187,180
Indirect Costs	\$ 67,280
Total	\$ 491,095

**Certification Regarding Lobbying**

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING  
*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned (i.e., the Contractor signatory) 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 under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Contractor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED

**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 CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016-341

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;

**RE: IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2016 IN THE AMOUNT OF \$526,584 FOR YOUTH SERVICES**

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

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

**WHEREAS**, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Youth Services for PY16; NOW, THEREFORE,

**BE IT RESOLVED** that the Benton and Franklin Counties Board of Commissioners has received the proposed contract between the WDC and Career Path Services, in the amount of \$526,584 for Youth Services, effective July 1, 2016 through June 30, 2017, 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 and Franklin County Commissioners.

Dated this.....day of....., 2016

Dated this 7 day of September, 2016

\_\_\_\_\_  
Chairman of Board

  
\_\_\_\_\_  
Chairman of Board

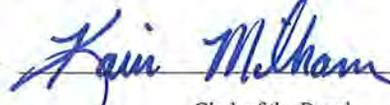
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
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

**WORKFORCE INNOVATION & OPPORTUNITY ACT  
SERVICE PROVIDER CONTRACT  
CFDA #17.259 WDC Contract No. S-PY16-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 "WDC". All activities performed pursuant to this contract and all subsequent modifications will be in accordance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, and its accompanying regulations, and all applicable federal, state, and local laws, rules, and regulations, Washington State policies and guidelines, and the 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, 2016, regardless of the date of execution, and be completed on June 30, 2017, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIOA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the 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, the Contractor is only entitled to reimbursement of actual WIOA expenditures prior to the date of termination.

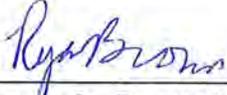
Payments to the Contractor by the WDC may not exceed \$526,584.

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 WDC  
  
 Executive Director 8/30/16  
Date

FOR THE CONTRACTOR  
 \_\_\_\_\_  
 CEO Date

Received & Reviewed:  
 \_\_\_\_\_  
 Chairman, Benton Co. Commissioners Date

Approved as to form:  
  
 Benton Co. Deputy Prosecuting Attorney 8/25/16  
Date

  
 Chairman, Franklin Co. Commissioners 9-7-16  
Date

  
 Janet Taylor 9-1-16  
Date  
 Franklin Co. Deputy Prosecuting Attorney

**GENERAL TERMS AND CONDITIONS**  
for  
**Contracts**  
under  
**THE WORKFORCE INNOVATION and OPPORTUNITY ACT**

**1 INTRODUCTION**

**1.1 Scope**

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Workforce Development Council (WDC) under Title I of the Workforce Innovation and Opportunity Act is subject to.

**1.2 Definitions**

"Contractor" shall mean the entity receiving funding under this contract.

"DOL" shall mean the United States Department of Labor.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Materials" shall mean all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

"Negotiated Indirect Cost Rate" shall mean the Contractors' maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Contractor receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"EO Officer" shall mean the Equal Opportunity Officer of the WDC.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

**1.3 Applicable Laws**

Throughout the term of this contract, Contractor shall comply with all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128(WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

**1.4 Assignment and Delegation**

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **1.5 Governing Law**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington.

### **1.6 Modification**

If the WDC fails to receive sufficient WIOA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due, as identified, or terminate all or part of this contract.

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

A written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to the WDC Programs Manager, and followed up by a formal modification to the contract.

Individual line items may be over expended, up to a maximum of 15% of the expenditure line item, without pre-approval by the WDC, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this contract.

### **1.7 Severability**

The provisions of this contract are intended to be severable. If any term or provision shall be held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.

## **2 SUBAWARDS**

In the event the Contractor disburses any funding from this contract to a sub-contractor, the Contractor shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

## **3 ASSURANCES**

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.

The Contractor shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

As a condition to the award of financial assistance from the DOL under Title I of WIOA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 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 WIOA Title I-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; and
- 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 WIOA Title I-financially assisted

program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4 CONTRACTOR REGISTRATION**

If applicable, the Contractor shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Contractor will provide the WDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Contractor's commencing services under this Contractor.

#### **5 CONFLICT OF INTEREST**

##### **5.1 Conflict of Interest**

Contractor shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award.

- a. Individual;
- b. Member of the immediate family;
- c. Employing organization; or
- d. Future employing organization.

A Contractor cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Contractor must abide by WIOA Title I Policy 5405.

##### **5.2 Code of Conduct**

Contractor shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all of Contractor's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

##### **5.3 Gifts**

Gratuities in the form of entertainment, gifts or otherwise offered by the Contractor, or an agent or representative of the Contractor to any officer or employee of the WDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the WDC.

##### **5.4 Public Service Ethics**

Contractor shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

## 6 CONFLICTING PROVISIONS

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

## 7 DEBARMENT AND SUSPENSION

Contractor must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Contractor must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Contractor must provide a signed statement, attached as Exhibit E to this Contract that it is complying with the requirements of this section.

## 8 DISPUTE RESOLUTION

### 8.1 Dispute Resolution

In the event a dispute arises out of this Contract between the WDC and the Contractor, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

### 8.2 Venue

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

### 8.3 Fees and Costs

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

## 9 ACCESS AND MONITORING

### 9.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the WDC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right, subject to conformance with Contractor's safety and security standards provided in advance to the WDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the WDC.

### 9.2 Audits

To the extent permitted by law, at any time during normal business hours and as often as the WDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the WDC deem necessary, the Contractor shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records

including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the contract. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that Contractor also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Contractor and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Contractor expends \$750,000 or more during the Contractor's fiscal year of federal award money, Contractor must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

### **9.3 Records Storage**

The Contractor shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Contractor shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

### **9.4 Contractor Application**

Contractor shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with sub-contractors.

## **10 RECORDS**

### **10.1 Protection of Confidential information**

Contractor shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this contract unless:

- a. Related to the purpose of this contract;
- b. Required by law; or
- c. Authorized by prior written approval of the person who is the subject of the confidential information.

Contractor shall maintain proper security measures to protect all confidential information.

### **10.2 Records Retention**

The Contractor shall:

- a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the contracting agency;
- b. Retain records for non-expendable property for a period of three years after final disposition of the property;
- c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, clients, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
- d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;
- e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
- f. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and
- g. Comply with all other requirements of WIOA Title I Policy #5403.

### **10.3 Safeguarding of Client Information**

Without prior written consent by the recipient or client or as otherwise required by law, Contractor shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Contractor's responsibilities under this Contract.

### **10.4 Procurement Records**

Contractor must maintain records detailing the history of all purchasing and procurement in which funds from this contract were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract price.

## **11 ENERGY AND POLICY CONSERVATION**

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 (42 U.S.C. 6201).

## **12 ENVIRONMENTAL COMPLIANCE**

If Contractor is receiving over \$100,000 in federal grants under this contract, 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).

## **13 FUNDING**

### **13.1 Funding Provided**

Funding made available through this contract is limited to the funding expressly provided in this agreement. Contractor will use the funding provided in this contract only on allowable costs. The WDC will honor all allowable costs submitted within the funding period if funding is available.

### **13.2 Profit**

Any profit generated by funds made available under this contract must be used or returned to the WDC in accordance with WIOA Title I Policy #5220.

### **13.3 Recapture**

Funding provided in this contract is subject to recapture under WIOA Title I Policy #5275.

### **13.4 Indirect Cost Rate**

Contractor shall not spend funding obtained either through this contract or any other WIOA contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

### **13.5 Transfer of Funding**

Contractor may apply to the WDC WIOA Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Contractor must obtain prior written approval from the WDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I Policy #5401.

### **13.6 Repayment of Disallowed Costs**

Contractor may be required to repay the WDC for any costs that are determined by the WDC to be a disallowable cost.

## **14 CONFERENCES AND MEETINGS**

### **14.1 Approval**

Conferences sponsored in whole or in part by the Contractor using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of

the Federal Award. The Contractor must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

#### **14.2 Executive Branch Meetings**

The Contractor must not use any funds from this contract for the purpose of defraying the costs of a conference held by any executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this contract. No funds from this contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

#### **14.3 Hotel-Motel Fire Safety Act**

Pursuant to 15 U.S.C 2225(a), Contractor must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

### **15 CONTRACTOR STAFFING AND WORKPLACE**

#### **15.1 Drug-Free Workplace**

Contractor must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

#### **15.2 Licensing**

Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this contract.

#### **15.3 Salary and Bonus Limitations**

No funds received under this contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

#### **15.4 Taxes**

Contractor shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the contractor staff.

#### **15.5 Motor Vehicle Safety Policies**

Contractor is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

#### **15.6 Wages and Hours**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Contractor in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.) Any wages paid by Contractor using funds from this contract shall be reasonable, necessary, and allocable for performance of this contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through statewide workforce delivery system.

## **16 INSURANCE AND BONDING**

### **16.1 Bonding**

The Contractor shall ensure that:

- a. Contractor has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
- b. Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
- c. If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

### **16.2 Business Auto Policy**

The 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, sub-contractors, or volunteers are used to provide services in performance of this contract.

### **16.3 Commercial General Liability Insurance**

The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

### **16.4 Industrial Insurance Coverage**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the WDC may collect from the Contractor the full amount payable to the Industrial Insurance accident fund.

The WDC may:

- a. Deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Agency under this Agreement; and
- b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Contractor.

### **16.5 Professional Liability Insurance**

The Contractor shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: \$300,000 per incident, loss or person. The Contractor shall ensure employees and any sub-contractor are covered by professional liability insurance.

### **16.6 Additional Provisions**

#### **16.6.1 Excess Coverage**

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified.

#### **16.6.2 Identification**

All insurance policies shall reference this contract.

#### **16.6.3 Insurance Carrier Rating**

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

#### **16.6.4 Material Changes**

The WDC shall be given advance notice of any material change to insurance policies coverage for services provided under this contract.

#### **16.6.5 Self-Insured**

If self-insured, the contract warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this contract, and that the Contractor's Risk Officer or appropriate individual will provide the WDC evidence of such insurance.

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

### **17 INTELLECTUAL PROPERTY RIGHTS**

#### **17.1 Federal Requirements**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this contract, including a sub-contract; and ii) any rights of copyright to which the contractor, sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable contract activities.

If applicable, the following needs to be on all products developed in whole or in part with contract funds: "This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the contractor and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

#### **17.2 Ownership of Materials**

Unless otherwise provided, and subject to the other requirements listed in this contract, Contractor shall retain ownership of all material it creates using funds from this contract.

#### **17.3 Licensing of Materials.**

Contractor shall license to the public all materials created or modified using funds from this contract under the Creative Commons Attribution License. For materials created using funds from this contract, or that were developed using WIA or WIOA funding, Contractor hereby grants to the WDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the WDC.

### **18 INTERNAL CONTROLS**

Contractor must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide

safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the WDC or the contractor considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Contractor is:

- a. Managing funds under this contract in compliance with federal statutes, regulations, and the terms of this contract;
- b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
- c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this contract; and
- d. Taking prompt action when instances of noncompliance are identified.

## **19 LIMITATIONS ON CONSTRUCTION AND REPAIR**

### **19.1 Copeland Anti-Kickback Act**

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

### **19.2 Davis-Bacon Act**

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of \$2,000.

### **19.3 Flood Insurance**

No funds obtained through this contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

### **19.4 Funding for Construction**

Unless specified otherwise in this contract, Contractor shall not spend any funds from this contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this contract must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191).

### **19.5 Religious Construction**

Contractor shall not use any funds made available through this contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA clients may be allowed.

## **20 LIMITATIONS ON FUNDING PROVIDED**

### **20.1 ACORN Prohibition**

No funds made available under this contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

### **20.2 Business Relocation**

No funds obtained through this contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any

business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

**20.3 Religious Activity Trainings**

Contractor shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this contract may be used to employ or train clients in religious activities.

**20.4 Health Benefits Coverage**

The Contractor shall ensure that the use of funds obtained through this contract used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

**20.5 Trafficking in Persons**

No funds obtained through this contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at <http://doleta.gov/grants/resources.cfm>.

**21 LOBBYING**

**21.1 Restrictions on Lobbying**

Contractor shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the grant period.

**21.2 Certification**

Contractor shall provide, in Exhibit D to this Agreement, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

**21.3 Publicity**

No funds provided under this contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

**22 NONDISCRIMINATION**

Contractor shall comply with all nondiscrimination requirements listed in this agreement, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

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

- a. Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
- b. Providing opportunities in, or treating any person in regard to, such a program or activity; or
- c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The 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 WIOA policies and procedures issued.

#### **22.1 Discrimination**

No individual shall be excluded from participation in, denied 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, sexual orientation, national origin, age, disability, political affiliation or belief. Additionally, Contractor must take reasonable steps to ensure that individuals with limited English proficiency have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, and Pages 32289-32305.

#### **22.2 Program Participation**

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees and other immigrants authorized by the Attorney General of the United States to work in the United States. No person may discriminate against an individual who is a client in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a client.

#### **22.3 Notification**

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 client. A signed copy of the notice will also be made a part of the client's file. All medical information and/or information regarding a client's disability must be kept confidential and maintained in a file that is separate from the client'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 WIOA Title I financially assisted programs or activities.

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

#### **22.4 Reporting**

The Contractor shall promptly notify the WDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of WIOA, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The WDC EO Officer will notify the Director of ESD; Civil Rights Center (CRC); the Office of the Assistant Secretary for Administration and Management; and DOL.

## **23 PERFORMANCE STANDARDS**

Contractor shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Contractor must also enter all necessary data for federal reporting and performance accountability measures WorkSource WA Case Management Systems.

## **24 PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## **25 PURCHASING AND CONTRACTING REQUIREMENTS**

### **25.1 Buy American Act**

Purchases made under this contractor using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this contract.

### **25.2 Procurement Requirements**

All purchasing of goods and services by Contractor using funds made available through this contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

- a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
- b. Complying with competition requirements of 2 CFR 200.319;
- c. Following the proper method of procurement as identified in 2 CFR 200.320, including but not limited to following the simplified acquisition threshold;
- d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
- e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Contractor is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

### **25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

### **25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to an agreements with the authority responsible for collecting the tax liability.

### **25.5 Prohibition on Contracting with Inverted Domestic Corporations**

No funds made available under this contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

### **25.6 Oversight**

Contractor must maintain oversight over all sub-contracts. This includes, but is not limited to, monitoring performance regarding terms, conditions, and specifications.

### **25.7 Equipment and Supplies**

#### **25.7.1 Acquisition**

Contractor must receive prior approval from the WDC for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year using funds obtained through this contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

#### **25.7.2 Equipment Management**

All equipment purchased with funds obtained through this contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment in accordance with federal and state law.

#### **25.7.3 Supplies**

Title to supplies acquired with funding provided under this contract shall vest with the Contractor at acquisition. A residual inventory of unused supplies exceeding \$5000 in value at the time of completion of this contract must be used by the Contractor on other federal projects, or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

### **25.8 Recovered Materials**

Purchases made pursuant to this contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over \$10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

## **26 RELATIONSHIP OF THE PARTIES**

### **26.1 Independent Contractor**

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the WDC. The Contractor will not hold himself/herself out as, nor claim to be an officer or employee of, the WDC by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **26.2 Indemnification**

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

and the Contractor, any damages allowed shall be paid in proportion to the percentage of negligence attributed to each party.

## **27 PAYMENTS AND REPORTING**

### **27.1 Payment Requests**

All payments to the Contractor shall be for the 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 WDC requirements and procedures governing reimbursements. The WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to a Contractor's reimbursement request. The Contractor shall expend a minimum of 85% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

### **27.2 Closeout**

Contractor shall comply with WIOA Title I Policy #5245 regarding the closeout of this contract. This includes, but is not limited to, completing a formal closeout within sixty calendar days, or as otherwise instructed, after the end of this contract, or when the funding is fully utilized, whichever comes first.

### **27.3 Monthly Reports**

Contractor must submit monthly financial and program reports to the WDC. These reports should be sent via email by the Contractor.

### **27.4 Certifications**

Any annual and final fiscal reports or vouchers requesting payment under this contractor must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

## **28 MILITARY SELECTIVE SERVICE**

Contractor shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

## **29 VETERANS PRIORITY**

The Jobs for Veterans Act (Public Law 107-288) requires Contractor to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the contractor give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Contractor must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09.

## **30 VIOLATION OF PRIVACY ACT**

No funds made available under this contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

**31 USE OF NAME PROHIBITED**

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

**32 USE OF STATE RESOURCES**

Contractor and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

**33 WAIVER**

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

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



STATE OF WASHINGTON  
EMPLOYMENT SECURITY DEPARTMENT  
PO Box 9046 Olympia, WA 98507-9046

**EQUAL OPPORTUNITY IS THE LAW**  
**29 CFR Part 38.30**

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

**WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION**

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the 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.

## **Workforce Innovation and Opportunity Act (WIOA) Services for Youth**

### **A. OVERVIEW**

The One-Stop system is the basic delivery system for youth services. Through this system eligible, low income (as defined in WIOA Section 2 (36)) youth can access services organized into basic and individualized career services, training services and post-program follow-up services (as defined in WIOA Section 134 (c) (3) (A) (ii)).

The Contractor shall deliver client services in a manner that supports WIOA services through the One-Stop delivery system and the Benton-Franklin Workforce Development Council (WDC) 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 WIOA 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
- Development and maintaining records
- Coordinating with the Business Services Unit (BSU)\*

\*BSU Definition: those staff employed by the Employment Security Department that provide services to business/employer customers at WorkSource Columbia Basin.

### **B. RECRUITMENT AND ORIENTATIONS**

Performance outcomes begin with effective recruitment. The Contractor shall take the WorkSource Columbia Basin (WSCB) WIOA services to the community through a broad based, targeted outreach effort. Community outreach will include partnering with community organizations for referrals. When appropriate to maximize resources, co-enrollment will occur with community partners.

The Contractor shall work with the Guest Resource Specialists (GRS)\* and other WSCB partners to receive potential Youth clients through the WSCB referral system.

Recruiting for youth will include conducting informational orientations to provide an initial overview of program services and eligibility requirements. Information will be provided on apprenticeship programs, self-employment and initial assessment opportunities.

Comprehensive case management will begin when the Contractor determines that a job seeker requires individualized career services to successfully attain employment and self-sufficiency.

\*GRS Definition: those staff that assess the needs of customers when they come in the door at WSCB. They are proficient in the basic eligibility requirements of all programs and services. They deliver customer services via a concierge style model, guiding customers in choosing from the extensive menu of services.

**C. ELIGIBILITY DETERMINATION AND PRIORITY REQUIREMENTS**

Individualized career services require eligibility determination and registration into the WIOA Youth Program. The Contractor will conduct intake and require 100% eligibility verification documentation as well as supervisory review and approval.

The Contractor shall determine Youth Program eligibility compliance with WIOA Section 134 and with Local WDC WIOA Policy #2015-01 Eligibility, and ensure the client is:

- Age 16 through 24;
- Legally entitled to work in the United States;
- “Low income” as defined by the WIOA, Section 3 (36);
- Selective Service registration for males has been completed; and
- The client meets one or more of the following conditions:

Category 1	A school dropout per WAC 392-185-010
Category 2	A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. Per RCW 28A.225.010, the age of compulsory school attendance in Washington is eight (8) years of age through seventeen (17) years of age.
Category 3	A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual <u>and</u> is basic skills deficient <u>or</u> an English language learner
Category 4	An individual who is or has been incarcerated in the juvenile or adult justice system
Category 5	A homeless individual (as defined in Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of foster care system, a child eligible for assistance under Section 477 of the Social Security Act (42 U.S.C. 677), or in an out of home placement
Category 6	Pregnant or parenting a child
Category 7	A youth who is an individual with a “disability” as defined using the definition from Sec. 3 of the Americans with Disabilities Act, as amended, and is further defined at 29 CFR 37.4

Category 8	<p>The client is subject to at least one of the following miscellaneous barriers to education or employment:</p> <ul style="list-style-type: none"> <li>• Immigrant or refugee</li> <li>• Migrant family or migrant/seasonal farm worker status</li> <li>• Gang involved/affiliated/affected</li> <li>• Excessive drug use either individually or by family member</li> <li>• Providing care for a relative with a chronic illness or disability</li> <li>• Victim of domestic violence/sexual or child abuse</li> <li>• Lacking stable/affordable housing</li> <li>• Lacking a significant or positive work history</li> <li>• Residing in an area with high rates of poverty or crime as determined by the Department of Labor</li> <li>• Family history of chronic unemployment</li> <li>• Client is single parent of offspring thereof</li> <li>• Deficient in occupation skills</li> </ul>
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**D. ASSESSMENTS**

Assessments are a crucial link in identifying competencies that prepare job seekers to successfully enter employment. The Contractor shall utilize the skills assessment tools approved by the WDC to showcase a client’s current skills, identify areas in need of improvement and determine their remediation needs. The results on the front end will be used to develop the clients’ Individual Employment Plans (IEP).

**E. INDIVIDUAL EMPLOYMENT PLAN**

As an initial step to offering individualized career services to a client, the Contractor shall develop an IEP for each eligible client. The IEP identifies the client’s employment goals and objectives including training and services needed to achieve self-sufficiency. The IEP is a living document that is reviewed with the client and updated as changes occur. The IEP:

- Will be initially completed at the time individualized career services are deemed appropriate for a client
- Will use assessment results, the self-sufficiency calculator and labor market information to develop goals and desired outcomes
- Will include career exploration options by providing labor market information on demand occupations, apprenticeship and self-employment
- Will establish goals that include work readiness preparation, basic skills remediation, training needs and job search strategies
- Will create a timeline for achieving employment which will be stream lined so clients can attach to the workforce quickly
- Will be reviewed and updated regularly with the client

**F. INDIVIDUALIZED CAREER SERVICES**

When the Contractor determines that individualized career services are appropriate for a client to obtain employment those services shall be made available and can include, but are not limited to:

- Development of an IEP to identify the employment goals, appropriate achievement objectives, and appropriate combination of services needed to achieve his or her employment goals, including the list of and information about, eligible training providers, and career pathways to attain career objectives
- Career Planning
- Short-term pre-vocational services, including development of communication skills, interview skills, punctuality and professional conduct
- Internships and work experiences that are linked to careers
- Activities that help a client acquire a combination of basic academic skills, digital literacy skills, critical thinking skills, self-management skills and other competencies necessary for the successful transition into the completion of training and employment
- English language acquisition
- Financial Literacy

**G. TRAINING SERVICES**

Training services are provided to clients after the Contractor determines the client eligible, is registered and in need of additional services to obtain employment. As part of the eligibility process, the client must receive, at a minimum, an interview, evaluation or assessment and career planning or other means by which eligibility for WIOA funded training services can be determined. However, if career services are not provided before training, the client file must document the client's eligibility for training services and explain how this determination was made by interview, evaluation or assessment.

**H. INDIVIDUAL TRAINING ACCOUNTS**

Clients interested in improving their vocational skills or in gaining occupational certificates will engage in training opportunities, targeting growth industries. Use of an Individual Training Account (ITA) will provide clients with specialized training services through state approved training providers. ITA's are designated to provide education and skills to clients who are in need of training, preparing them for employment.

The Contractor will maximize client choice when selecting an eligible provider for training, per WIOA Section 134 (c) (3) (F) (i). While there is not a local lifetime limit per client, "cost reasonableness" is an important consideration. The Contractor will work with clients to develop training plans that leverage outside resources, including but not limited, to Worker Retraining, PELL Grants, Scholarships and Commissioner Approved Training. Emphasis is placed on training plans driven by labor market demand and leading to a clear path to employment.

The IEP and associated ITA shall reflect combined resources from various funding sources being applied to a client's plan as well as specific WIOA dollars needed to achieve goals. The Contractor shall follow Local WDC WIOA Policy #2015-04 Individual Training Accounts when providing a client this training service.

**I. SUPPORTIVE SERVICES**

Support services are utilized to enable the client to transition to self-sufficiency. The self-sufficiency calculator is used to assist the client in budget planning and to determine what their needs will be to successfully complete their training plan and job search. The Contractor shall assist the client in identifying gaps and in locating resources to close these gaps. All support services allowed by law (refer to Local WDC WIOA Policy #2015-02 Supportive Services) will be used to help stabilize a client's personal life and remove or neutralize barriers to participation and employment. Only after outside resources have been exhausted will the Contractor use WIOA funded supportive services to assist the client. Supportive services can be used to purchase items and services related to job search, training and alleviating barriers.

**J. WORK EXPERIENCE**

The Contractor will enhance the employability of a client who has limited work history by providing short term work assignments to develop good work habits and basic work skills. Work Experience (WEX) helps the client gain experience in an interest area, obtain a letter of recommendation, create networking opportunities and boost their resume with real world job specific skills. The Contractor shall follow Local WDC WIOA Policy #2015-06 Work Experience when establishing WEX for a client.

**K. ON THE JOB TRAINING**

On the Job Training (OJT) is an effective tool in placing clients into demand occupations with employers. OJT is training provided by employers to clients and provides the knowledge and skills essential to adequately perform the job. The Contractor may reimburse the employer for up to 75% of the clients' wages while in OJT. The duration shall be appropriate to the occupation for which the client is being trained, taking into account training content, clients' prior work experience, and clients' service strategies. When properly used, OJT allows Youth with little or no work experience to compete with others in the talent pool. Nearly all employers face ordinary training costs when they hire an individual. The OJT reimbursement defrays the extraordinary training costs incurred when an employer hires a youth client. This tool will only be used by clients who have demonstrated a desire to succeed by meeting participation and attendance requirements in prior service components. The Contractor shall follow Local WDC WIOA Policy #2015-05 On-the-Job Training when establishing an OJT for a client.

**L. CUSTOMIZED TRAINING**

The Contractor shall develop customized training to meet the special requirements of an employer, combining classroom training and OJT. This training should be designed to meet the requirements of an employer or group of employers with a commitment by the employer to employ an individual upon successful completion of the training. Employed workers are eligible for customized training only if they are not earning a self-sufficient wage.

**M. APPRENTICESHIP**

The Contractor shall work in cooperation with local labor organizations to refer and encourage program clients to explore “pre-apprenticeship” programs. Several trades’ apprenticeship programs have pre-requisites to enter the program, which include educational skills criteria. The Contractor will ensure clients are exposed to basic skills remediation, GED attainment and other means to specific and necessary academic education, so that individuals can be considered for apprenticeship training. These activities will be identified in the IEP.

**N. CASE NOTES**

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each client. Case notes are critical and provided evidence of services and activities provided to clients while enrolled in WIOA activities as well as compliance with federal, state, and local laws and policies. The Contractor shall follow Local WDC WIOA Policy #2015-14 Case Notes during the client’s participation in the WIOA Youth program.

**O. RETENTION AND FOLLOW-UP**

The ultimate goal of program participation will be connecting disadvantaged youth to workforce training and education opportunities, which in turn promote economic vitality. The Contractor will use the Efforts to Outcomes (ETO) database. The Contractor shall:

- Assist employers as a neutral party when challenges arise at the worksite
- Supply consultation to both the employer and employee in order to enhance or neutralize barriers that are affecting work habits
- Locate needed training opportunities
- Give information on employment or wage upgrade options
- Supply job search and replacement assistance if needed
- Maintain contact with the client

**P. CO-ENROLLMENT BETWEEN CONTRACTS**

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden the services and placement support needs. The Contractor must document need prior to co-enrolling a client. The client must have a clear understanding of the programs they are participating in. No duplication of service will be allowed. The ETO database, case notes and the clients’ IEP shall be used to document separation of services.

**Q. WORKSOURCE COLUMBIA BASIN OPERATIONS**

Contractor staff stationed at WSCB will work within established policies and procedures of the One-Stop Center to ensure quality services to job seekers and business customers.

**R. MINIMUM SPENDING LEVELS**

The Contractor shall expend a minimum of 90% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

**S. WIOA YOUTH PERFORMANCE MEASURES**

The Contractor is responsible for meeting, and encouraged to exceed, the WDC's Youth performance measures for Program Year 2016 that are set forth below.

Second Quarter Employment – 72%

Definition: Percentage of program clients who are in unsubsidized employment during the second quarter after exit from the program.

Second Quarter (3 months) Median Earnings – \$2,644

Definition: Median earnings of program clients who are in unsubsidized employment during the second quarter after exit from the program.

Fourth Quarter Employment – 69%

Definition: Percentage of program clients who are in unsubsidized employment during the fourth quarter after exit from the program.

Credential of All Participants – 69%

Definition: Percentage of all program clients who are achieving measurable skill gains toward a credential during a program year.

**T. TRAINING GOALS**

The Contractor shall provide monthly performance reporting to the WDC that identifies progress toward attainment of negotiated training goals. The desired outcome is to meet these totals on a quarterly basis. Although 180 clients are required to be enrolled in the program and receive services, only 73 or more are required to receive training services. The nature of the training services required to be offered is set forth below.

Quarter Ending

Youth Training Services	9-2016	12-2016	3-2017	6-2017
(cumulative totals)				
ITA	5	10	20	24
OJT	3	6	9	9
WEX	15	25	30	40
Total Training Services	23	41	59	73

**U. ENROLLMENTS AND EXITS**

The Contractor is required to meet the following annual totals for enrollment and exit. 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.

Quarter Ending

Youth Targets	9-2016	12-2016	3-2017	6-2017
(cumulative totals)				
Carry-in Registrations	45	45	45	45
New Registrations	30	80	120	135
Total Registrations	75	125	165	180
Total Exits	20	65	105	126

EXHIBIT C - BUDGET

CONTRACTOR: CPS  
PROGRAM TITLE: YOUTH  
PROGRAM YEAR: PY16

EFFECTIVE DATE: 7/1/2016

Budget Line Item	Total
Salaries & Benefits	\$ 239,824
Other Direct Costs	\$ 49,200
Direct Participant Costs	\$ 165,418
Indirect Costs	\$ 72,142
Total	\$ 526,584

**Certification Regarding Lobbying**

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING  
*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned (i.e., the Contractor signatory) 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 under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Contractor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED

**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 CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016-339

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

**RE: IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2015/2016 IN THE AMOUNT OF \$97,442 FOR DISLOCATED WORKER SERVICES**

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

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

**WHEREAS**, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Services for PY15/16; NOW, THEREFORE,

**BE IT RESOLVED** that the Benton and Franklin Counties Board of Commissioners has received the proposed contract between the WDC and Career Path Services, in the amount of \$97,442 for Dislocated Worker Services, effective June 1, 2016 through June 30, 2017, 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 and Franklin County Commissioners.

Dated this.....day of....., 2016

Dated this 7.....day of September, 2016

\_\_\_\_\_  
Chairman of Board

  
\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

Attest:   
Clerk of the Board

**WORKFORCE INNOVATION & OPPORTUNITY ACT**  
**SERVICE PROVIDER CONTRACT**  
**CFDA #17.278 WDC Contract No. 6S-PY15/16 DISLOCATED WORKER**

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 "WDC". All activities performed pursuant to this contract and all subsequent modifications will be in accordance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, and its accompanying regulations, and all applicable federal, state, and local laws, rules, and regulations, Washington State policies and guidelines, and the 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.

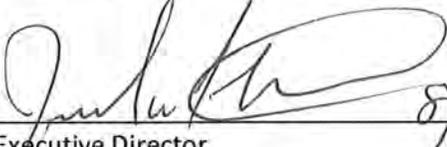
The period of performance of this Contract shall commence on June 1, 2016, regardless of the date of execution, and be completed on June 30, 2017, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIOA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the 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, the Contractor is only entitled to reimbursement of actual WIOA expenditures prior to the date of termination.

The total amount of payments under this Contract is limited to and may not exceed \$97,442.

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 WDC

FOR THE CONTRACTOR

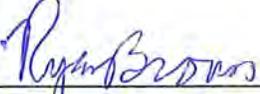
  
 Executive Director 8/30/16  
 Date

\_\_\_\_\_  
 CEO Date

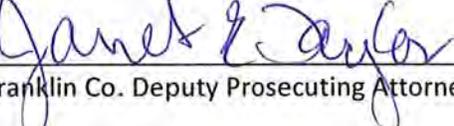
Received & Reviewed:

Approved as to form:

\_\_\_\_\_  
 Chairman, Benton Co. Commissioners Date

 8/25/16  
 Benton Co. Deputy Prosecuting Attorney Date

  
 Chairman, Franklin Co. Commissioners 9.7.16  
 Date

 9.1.16  
 Franklin Co. Deputy Prosecuting Attorney Date

**GENERAL TERMS AND CONDITIONS**  
for  
**Contracts**  
under  
**THE WORKFORCE INNOVATION and OPPORTUNITY ACT**

**1 INTRODUCTION**

**1.1 Scope**

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Workforce Development Council (WDC) under Title I of the Workforce Innovation and Opportunity Act is subject to.

**1.2 Definitions**

"Contractor" shall mean the entity receiving funding under this contract.

"DOL" shall mean the United States Department of Labor.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Materials" shall mean all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

"Negotiated Indirect Cost Rate" shall mean the Contractors' maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Contractor receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"EO Officer" shall mean the Equal Opportunity Officer of the WDC.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

**1.3 Applicable Laws**

Throughout the term of this contract, Contractor shall comply will all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128(WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

**1.4 Assignment and Delegation**

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **1.5 Governing Law**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington.

### **1.6 Modification**

If the WDC fails to receive sufficient WIOA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due, as identified, or terminate all or part of this contract.

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

A written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to the WDC Programs Manager, and followed up by a formal modification to the contract.

Individual line items may be over expended, up to a maximum of 15% of the expenditure line item, without pre-approval by the WDC, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this contract.

### **1.7 Severability**

The provisions of this contract are intended to be severable. If any term or provision shall be held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.

## **2 SUBAWARDS**

In the event the Contractor disburses any funding from this contract to a sub-contractor, the Contractor shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

## **3 ASSURANCES**

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.

The Contractor shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

As a condition to the award of financial assistance from the DOL under Title I of WIOA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 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 WIOA Title I-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; and
- 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 WIOA Title I-financially assisted

program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4 CONTRACTOR REGISTRATION**

If applicable, the Contractor shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Contractor will provide the WDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Contractor's commencing services under this Contractor.

#### **5 CONFLICT OF INTEREST**

##### **5.1 Conflict of Interest**

Contractor shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award.

- a. Individual;
- b. Member of the immediate family;
- c. Employing organization; or
- d. Future employing organization.

A Contractor cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Contractor must abide by WIOA Title I Policy 5405.

##### **5.2 Code of Conduct**

Contractor shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all of Contractor's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

##### **5.3 Gifts**

Gratuities in the form of entertainment, gifts or otherwise offered by the Contractor, or an agent or representative of the Contractor to any officer or employee of the WDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the WDC.

##### **5.4 Public Service Ethics**

Contractor shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

## **6 CONFLICTING PROVISIONS**

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

## **7 DEBARMENT AND SUSPENSION**

Contractor must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Contractor must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Contractor must provide a signed statement, attached as Exhibit E to this Contract that it is complying with the requirements of this section.

## **8 DISPUTE RESOLUTION**

### **8.1 Dispute Resolution**

In the event a dispute arises out of this Contract between the WDC and the Contractor, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

### **8.2 Venue**

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

### **8.3 Fees and Costs**

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

## **9 ACCESS AND MONITORING**

### **9.1 Access to Facilities**

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the WDC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right, subject to conformance with Contractor's safety and security standards provided in advance to the WDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the WDC.

### **9.2 Audits**

To the extent permitted by law, at any time during normal business hours and as often as the WDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the WDC deem necessary, the Contractor shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records

including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the contract. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that Contractor also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Contractor and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Contractor expends \$750,000 or more during the Contractor's fiscal year of federal award money, Contractor must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

### **9.3 Records Storage**

The Contractor shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Contractor shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

### **9.4 Contractor Application**

Contractor shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with sub-contractors.

## **10 RECORDS**

### **10.1 Protection of Confidential information**

Contractor shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this contract unless:

- a. Related to the purpose of this contract;
- b. Required by law; or
- c. Authorized by prior written approval of the person who is the subject of the confidential information.

Contractor shall maintain proper security measures to protect all confidential information.

### **10.2 Records Retention**

The Contractor shall:

- a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the contracting agency;
- b. Retain records for non-expendable property for a period of three years after final disposition of the property;
- c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, clients, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
- d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;
- e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
- f. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and
- g. Comply with all other requirements of WIOA Title I Policy #5403.

### **10.3 Safeguarding of Client Information**

Without prior written consent by the recipient or client or as otherwise required by law, Contractor shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Contractor's responsibilities under this Contract.

### **10.4 Procurement Records**

Contractor must maintain records detailing the history of all purchasing and procurement in which funds from this contract were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract price.

## **11 ENERGY AND POLICY CONSERVATION**

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 (42 U.S.C. 6201).

## **12 ENVIRONMENTAL COMPLIANCE**

If Contractor is receiving over \$100,000 in federal grants under this contract, 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).

## **13 FUNDING**

### **13.1 Funding Provided**

Funding made available through this contract is limited to the funding expressly provided in this agreement. Contractor will use the funding provided in this contract only on allowable costs. The WDC will honor all allowable costs submitted within the funding period if funding is available.

### **13.2 Profit**

Any profit generated by funds made available under this contract must be used or returned to the WDC in accordance with WIOA Title I Policy #5220.

### **13.3 Recapture**

Funding provided in this contract is subject to recapture under WIOA Title I Policy #5275.

### **13.4 Indirect Cost Rate**

Contractor shall not spend funding obtained either through this contract or any other WIOA contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

### **13.5 Transfer of Funding**

Contractor may apply to the WDC WIOA Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Contractor must obtain prior written approval from the WDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I Policy #5401.

### **13.6 Repayment of Disallowed Costs**

Contractor may be required to repay the WDC for any costs that are determined by the WDC to be a disallowable cost.

## **14 CONFERENCES AND MEETINGS**

### **14.1 Approval**

Conferences sponsored in whole or in part by the Contractor using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of

the Federal Award. The Contractor must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

#### **14.2 Executive Branch Meetings**

The Contractor must not use any funds from this contract for the purpose of defraying the costs of a conference held by any executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this contract. No funds from this contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L. 113-6, 3003(c)(d)(e)).

#### **14.3 Hotel-Motel Fire Safety Act**

Pursuant to 15 U.S.C 2225(a), Contractor must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

### **15 CONTRACTOR STAFFING AND WORKPLACE**

#### **15.1 Drug-Free Workplace**

Contractor must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

#### **15.2 Licensing**

Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this contract.

#### **15.3 Salary and Bonus Limitations**

No funds received under this contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

#### **15.4 Taxes**

Contractor shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the contractor staff.

#### **15.5 Motor Vehicle Safety Policies**

Contractor is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

#### **15.6 Wages and Hours**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Contractor in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.) Any wages paid by Contractor using funds from this contract shall be reasonable, necessary, and allocable for performance of this contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through statewide workforce delivery system.

## 16 INSURANCE AND BONDING

### 16.1 Bonding

The Contractor shall ensure that:

- a. Contractor has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
- b. Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
- c. If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

### 16.2 Business Auto Policy

The 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, sub-contractors, or volunteers are used to provide services in performance of this contract.

### 16.3 Commercial General Liability Insurance

The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

### 16.4 Industrial Insurance Coverage

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the WDC may collect from the Contractor the full amount payable to the Industrial Insurance accident fund.

The WDC may:

- a. Deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Agency under this Agreement; and
- b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Contractor.

### 16.5 Professional Liability Insurance

The Contractor shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: \$300,000 per incident, loss or person. The Contractor shall ensure employees and any sub-contractor are covered by professional liability insurance.

### 16.6 Additional Provisions

#### 16.6.1 Excess Coverage

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified.

#### 16.6.2 Identification

All insurance policies shall reference this contract.

#### 16.6.3 Insurance Carrier Rating

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

#### **16.6.4 Material Changes**

The WDC shall be given advance notice of any material change to insurance policies coverage for services provided under this contract.

#### **16.6.5 Self-Insured**

If self-insured, the contract warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this contract, and that the Contractor's Risk Officer or appropriate individual will provide the WDC evidence of such insurance.

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

### **17 INTELLECTUAL PROPERTY RIGHTS**

#### **17.1 Federal Requirements**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this contract, including a sub-contract; and ii) any rights of copyright to which the contractor, sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable contract activities.

If applicable, the following needs to be on all products developed in whole or in part with contract funds: "This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the contractor and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

#### **17.2 Ownership of Materials**

Unless otherwise provided, and subject to the other requirements listed in this contract, Contractor shall retain ownership of all material it creates using funds from this contract.

#### **17.3 Licensing of Materials.**

Contractor shall license to the public all materials created or modified using funds from this contract under the Creative Commons Attribution License. For materials created using funds from this contract, or that were developed using WIA or WIOA funding, Contractor hereby grants to the WDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the WDC.

### **18 INTERNAL CONTROLS**

Contractor must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide

safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the WDC or the contractor considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Contractor is:

- a. Managing funds under this contract in compliance with federal statutes, regulations, and the terms of this contract;
- b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
- c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this contract; and
- d. Taking prompt action when instances of noncompliance are identified.

## **19 LIMITATIONS ON CONSTRUCTION AND REPAIR**

### **19.1 Copeland Anti-Kickback Act**

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

### **19.2 Davis-Bacon Act**

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of \$2,000.

### **19.3 Flood Insurance**

No funds obtained through this contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

### **19.4 Funding for Construction**

Unless specified otherwise in this contract, Contractor shall not spend any funds from this contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this contract must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191).

### **19.5 Religious Construction**

Contractor shall not use any funds made available through this contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA clients may be allowed.

## **20 LIMITATIONS ON FUNDING PROVIDED**

### **20.1 ACORN Prohibition**

No funds made available under this contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

### **20.2 Business Relocation**

No funds obtained through this contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any

business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

**20.3 Religious Activity Trainings**

Contractor shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this contract may be used to employ or train clients in religious activities.

**20.4 Health Benefits Coverage**

The Contractor shall ensure that the use of funds obtained through this contract used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

**20.5 Trafficking in Persons**

No funds obtained through this contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at <http://doleta.gov/grants/resources.cfm>.

**21 LOBBYING**

**21.1 Restrictions on Lobbying**

Contractor shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the grant period.

**21.2 Certification**

Contractor shall provide, in Exhibit D to this Agreement, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

**21.3 Publicity**

No funds provided under this contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

**22 NONDISCRIMINATION**

Contractor shall comply with all nondiscrimination requirements listed in this agreement, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

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

- a. Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
- b. Providing opportunities in, or treating any person in regard to, such a program or activity; or
- c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The 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 WIOA policies and procedures issued.

#### **22.1 Discrimination**

No individual shall be excluded from participation in, denied 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, sexual orientation, national origin, age, disability, political affiliation or belief. Additionally, Contractor must take reasonable steps to ensure that individuals with limited English proficiency have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, and Pages 32289-32305.

#### **22.2 Program Participation**

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees and other immigrants authorized by the Attorney General of the United States to work in the United States. No person may discriminate against an individual who is a client in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a client.

#### **22.3 Notification**

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 client. A signed copy of the notice will also be made a part of the client's file. All medical information and/or information regarding a client's disability must be kept confidential and maintained in a file that is separate from the client'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 WIOA Title I financially assisted programs or activities.

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

#### **22.4 Reporting**

The Contractor shall promptly notify the WDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of WIOA, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The WDC EO Officer will notify the Director of ESD; Civil Rights Center (CRC); the Office of the Assistant Secretary for Administration and Management; and DOL.

## **23 PERFORMANCE STANDARDS**

Contractor shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Contractor must also enter all necessary data for federal reporting and performance accountability measures WorkSource WA Case Management Systems.

## **24 PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## **25 PURCHASING AND CONTRACTING REQUIREMENTS**

### **25.1 Buy American Act**

Purchases made under this contractor using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this contract.

### **25.2 Procurement Requirements**

All purchasing of goods and services by Contractor using funds made available through this contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

- a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
- b. Complying with competition requirements of 2 CFR 200.319;
- c. Following the proper method of procurement as identified in 2 CFR 200.320, including but not limited to following the simplified acquisition threshold;
- d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
- e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Contractor is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

### **25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

### **25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to an agreements with the authority responsible for collecting the tax liability.

### **25.5 Prohibition on Contracting with Inverted Domestic Corporations**

No funds made available under this contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

### **25.6 Oversight**

Contractor must maintain oversight over all sub-contracts. This includes, but is not limited to, monitoring performance regarding terms, conditions, and specifications.

### **25.7 Equipment and Supplies**

#### **25.7.1 Acquisition**

Contractor must receive prior approval from the WDC for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year using funds obtained through this contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

#### **25.7.2 Equipment Management**

All equipment purchased with funds obtained through this contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment in accordance with federal and state law.

#### **25.7.3 Supplies**

Title to supplies acquired with funding provided under this contract shall vest with the Contractor at acquisition. A residual inventory of unused supplies exceeding \$5000 in value at the time of completion of this contract must be used by the Contractor on other federal projects, or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

### **25.8 Recovered Materials**

Purchases made pursuant to this contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over \$10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

## **26 RELATIONSHIP OF THE PARTIES**

### **26.1 Independent Contractor**

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the WDC. The Contractor will not hold himself/herself out as, nor claim to be an officer or employee of, the WDC by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **26.2 Indemnification**

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

and the Contractor, any damages allowed shall be paid in proportion to the percentage of negligence attributed to each party.

## **27 PAYMENTS AND REPORTING**

### **27.1 Payment Requests**

All payments to the Contractor shall be for the 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 WDC requirements and procedures governing reimbursements. The WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to a Contractor's reimbursement request. The Contractor shall expend a minimum of 85% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

### **27.2 Closeout**

Contractor shall comply with WIOA Title I Policy #5245 regarding the closeout of this contract. This includes, but is not limited to, completing a formal closeout within sixty calendar days, or as otherwise instructed, after the end of this contract, or when the funding is fully utilized, whichever comes first.

### **27.3 Monthly Reports**

Contractor must submit monthly financial and program reports to the WDC. These reports should be sent via email by the Contractor.

### **27.4 Certifications**

Any annual and final fiscal reports or vouchers requesting payment under this contractor must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

## **28 MILITARY SELECTIVE SERVICE**

Contractor shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

## **29 VETERANS PRIORITY**

The Jobs for Veterans Act (Public Law 107-288) requires Contractor to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the contractor give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Contractor must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09.

## **30 VIOLATION OF PRIVACY ACT**

No funds made available under this contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

**31 USE OF NAME PROHIBITED**

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

**32 USE OF STATE RESOURCES**

Contractor and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

**33 WAIVER**

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

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



STATE OF WASHINGTON  
EMPLOYMENT SECURITY DEPARTMENT  
PO Box 9046 Olympia, WA 98507-9046

**EQUAL OPPORTUNITY IS THE LAW**  
**29 CFR Part 38.30**

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

**WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION**

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the 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.

**Workforce Innovation and Opportunity Act (WIOA) Services for Dislocated Workers**

**A. OVERVIEW**

The One-Stop system is the basic delivery system for Dislocated Worker services. Through this system eligible, Dislocated Workers can access services organized into basic and individualized career services, training services and post-program follow-up services (as defined in WIOA Section 134 (c) (3) (A) (ii)).

The Contractor shall deliver client services in a manner that supports WIOA services through the One-Stop delivery system and the Benton-Franklin Workforce Development Council (WDC) 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 WIOA client services within policies and procedures including, but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments
- Providing support services necessary for an individual to participate
- Consultation regarding education and training opportunities
- Coordinating services
- Development and maintaining records
- Coordinating with the Business Services Unit (BSU)\*

\*BSU Definition: those staff employed by the Employment Security Department that provide services to business/employer customers at WorkSource Columbia Basin.

**B. RECRUITMENT AND ORIENTATIONS**

Performance outcomes begin with effective recruitment. The Contractor shall take the WorkSource Columbia Basin (WSCB) WIOA services to the community through a broad based, targeted outreach effort. Community outreach will include partnering with community organizations for referrals. When appropriate to maximize resources, co-enrollment will occur with community partners.

The Contractor shall work with the Guest Resource Specialists (GRS)\* and other WSCB partners to receive potential Dislocated Worker clients through the WSCB referral system.

Recruiting for Dislocated Workers will include conducting informational orientations to provide an initial overview of program services and eligibility requirements. Information will be provided on apprenticeship programs, self-employment and initial assessment opportunities. Comprehensive case management will begin when the Contractor determines that a job seeker requires individualized career services to successfully attain employment and self-sufficiency.

\*GRS Definition: those staff that assess the needs of customers when they come in the door at WSCB. They are proficient in the basic eligibility requirements of all programs and services. They deliver customer services via a concierge style model, guiding customers in choosing from the extensive menu of services.

## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

### C. ELIGIBILITY DETERMINATION AND PRIORITY REQUIREMENTS

Individualized career services require eligibility determination and registration into the WIOA Dislocated Worker Program. The Contractor will conduct intake and require 100% eligibility verification documentation as well as supervisory review and approval.

The Contractor shall determine Dislocated Worker Program eligibility compliance with WIOA Section 134 and with Local WDC WIOA Eligibility Policy #2015-01, and ensure the client is:

- Eighteen (18) years of age or older
- Legally entitled to work in the United States;
- Selective Services registration for males has been completed; and
- Satisfies and meets at least one of the six Dislocated Worker categories set forth in the table below:

Category	Criteria	
<b>1. General Dislocation</b>	<input type="checkbox"/>	<b>1.1</b> An individual who was terminated, laid off, or received a notice of termination or layoff. <b>AND</b>
	<input type="checkbox"/>	<b>1.2</b> Is determined unlikely to return to previous industry or occupation; <b>AND</b>
	<input type="checkbox"/>  <input type="checkbox"/>	<b>1.3.1</b> Is eligible for or has exhausted entitlement to unemployment compensation; <b>OR</b> <b>1.3.2</b> Is not eligible for unemployment compensation.
<b>2. Dislocation from Facility Closure / Substantial Layoff</b>	<input type="checkbox"/>	<b>2.1</b> An individual who was terminated, laid off, or received a notice of layoff from employment at a plant, facility, or enterprise as a result of: Permanent closure or layoff of 50 or more employees; <b>OR</b>
	<input type="checkbox"/>	<b>2.2</b> An individual employed at a facility at which the employer has made a general announcement that the facility will close within 180 days.
<b>3. Self-employed Dislocation</b>	<input type="checkbox"/>	Was self-employed (including employment as a farmer, rancher or a fisherman), but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters.
<b>4. Displaced Homemaker *</b> <small>* Per TEGL 26-13, individuals cannot cite long-term partners to whom they were not married as family members. Individuals can cite adult children</small>	<input type="checkbox"/>	<b>4.1</b> An individual who was dependent on the income of another family member and is no longer supported by the income of that family member; <b>OR</b> Is the dependent spouse of a member of the armed forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, or a service connected death or disability of the member <b>AND</b>
	<input type="checkbox"/>	<b>4.2</b> Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.



## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

- Will create a timeline for achieving employment which will be stream lined so clients can attach to the workforce quickly
- Will be reviewed and updated regularly with the client

### F. INDIVIDUALIZED CAREER SERVICES

When the Contractor determines that individualized career services are appropriate for a client to obtain employment those services shall be made available and can include, but are not limited to:

- Development of an IEP to identify the employment goals, appropriate achievement objectives, and appropriate combination of services needed to achieve his or her employment goals, including the list of and information about, eligible training providers, and career pathways to attain career objectives
- Career Planning
- Short-term pre-vocational services, including development of communication skills, interview skills, punctuality and professional conduct
- Activities that help a client acquire a combination of basic academic skills, digital literacy skills, critical thinking skills, self-management skills and other competencies necessary for the successful transition into the completion of training and employment
- English language acquisition
- Financial Literacy

### G. TRAINING SERVICES

Training services are provided to clients after the Contractor determines the client eligible, is registered and in need of additional services to obtain employment. As part of the eligibility process, the client must receive, at a minimum, an interview, evaluation or assessment and career planning or other means by which eligibility for WIOA funded training services can be determined. However, if career services are not provided before training, the client file must document the client's eligibility for training services and explain how this determination was made by interview, evaluation or assessment.

### H. INDIVIDUAL TRAINING ACCOUNTS

Clients interested in improving their vocational skills or in gaining occupational certificates will engage in training opportunities, targeting growth industries. Use of an Individual Training Account (ITA) will provide clients with specialized training services through state approved training providers. ITA's are designated to provide education and skills to clients who are in need of training, preparing them for employment.

The Contractor will maximize client choice when selecting an eligible provider for training, per WIOA Section 134 (c) (3) (F) (i). While there is not a local lifetime limit per client, "cost reasonableness" is an important consideration. The Contractor will work with clients to

## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

develop training plans that leverage outside resources, including but not limited, to Worker Retraining, PELL Grants, Scholarships and Commissioner Approved Training. Emphasis is placed on training plans driven by labor market demand and leading to a clear path to employment. The IEP and associated ITA shall reflect combined resources from various funding sources being applied to a client's plan as well as specific WIOA dollars needed to achieve goals. The Contractor shall follow Local WDC WIOA Policy #2015-04 Individual Training Accounts when providing a client this training service.

### I. SUPPORTIVE SERVICES

Support services are utilized to enable the client to transition to self-sufficiency. The self-sufficiency calculator is used to assist the client in budget planning and to determine what their needs will be to successfully complete their training plan and job search. The Contractor shall assist the client in identifying gaps and in locating resources to close these gaps. All support services allowed by law (refer to Local WDC WIOA Policy #2015-02 Supportive Services) will be used to help stabilize a client's personal life and remove or neutralize barriers to participation and employment. Only after outside resources have been exhausted will the Contractor use WIOA funded supportive services to assist the client. Supportive services can be used to purchase items and services related to job search, training and alleviating barriers.

### J. RAPID RESPONSE

Whenever WDC identifies an event that may trigger a significant layoff or otherwise result in increased unemployment in the local area, the Contractor shall coordinate Rapid Response activities with the WDC to respond to businesses experiencing mass layoffs or plant closures. The Contractor shall customize services to the employer needs and include convening the Rapid Response Team to provide workshops that articulate services available to the business and their employees. Rapid Response services will include providing assistance with unemployment insurance filing, priority access to job search workshops, and access to WIOA services for finding new jobs and skills training to improve their marketable skills.

### K. WORK EXPERIENCE

The Contractor will enhance the employability of a client who has limited work history by providing short term work assignments to develop good work habits and basic work skills. Work Experience (WEX) helps the client gain experience in an interest area, obtain a letter of recommendation, create networking opportunities and boost their resume with real world job specific skills. The Contractor shall follow Local WDC WIOA Policy #2015-06 Work Experience when establishing WEX for a client.

### L. SELF-EMPLOYMENT

The Contractor shall comply with state statutes regarding self-employment assistance and entrepreneurial training as reflected in RCW 50.62.030 (2). The Contractor shall notify all WIOA

## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

eligible clients of the availability of self-employment assistance and entrepreneurial training in their Workforce Development Area (WDA) and provide such assistance and training to those eligible individuals that request it. The Contractor shall follow Local WDC WIOA Policy #2015-07 Self-Employment when assisting a client with entrepreneurial training and self-employment.

### **M. CUSTOMIZED TRAINING**

The Contractor shall develop customized training to meet the special requirements of an employer. This training should be designed to meet the requirements of an employer or group of employers with a commitment by the employer to employ an individual upon successful completion of the training. Employed workers are eligible for customized training only if they are not earning a self-sufficient wage.

### **N. APPRENTICESHIP**

The Contractor shall work in cooperation with local labor organizations to refer and encourage program clients to explore “pre-apprenticeship” programs. Several trades’ apprenticeship programs have pre-requisites to enter the program, which include educational skills criteria. The Contractor will ensure clients are exposed to basic skills remediation, GED attainment and other means to specific and necessary academic education, so that individuals can be considered for apprenticeship training. These activities will be identified in the IEP.

### **O. CASE NOTES**

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each client. Case notes are critical and provide evidence of services and activities provided to clients while enrolled in WIOA activities as well as compliance with federal, state, and local laws and policies. The Contractor shall follow Local WDC WIOA Policy #2015-14 Case Notes during the client’s participation in the WIOA Dislocated Worker program.

### **P. RETENTION AND FOLLOW-UP**

The ultimate goal of program participation will be connecting Dislocated Workers to workforce training and education opportunities, which in turn promote economic vitality. The Contractor will use the Efforts to Outcomes (ETO) database. The Contractor shall:

- Assist employers as a neutral party when challenges arise at the worksite
- Supply consultation to both the employer and employee in order to enhance or neutralize barriers that are affecting work habits
- Locate needed training opportunities
- Give information on employment or wage upgrade options
- Supply job search and replacement assistance if needed
- Maintain contact with the client

**Q. CO-ENROLLMENT BETWEEN CONTRACTS**

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden the services and placement support needs. The Contractor must document need prior to co-enrolling a client. The client must have a clear understanding of the programs they are participating in. No duplication of service will be allowed. The ETO database, case notes and the clients' IEP shall be used to document separation of services.

**R. WORKSOURCE COLUMBIA BASIN OPERATIONS**

Contractor staff stationed at WSCB will work within established policies and procedures of the One-Stop Center to ensure quality services to job seekers and business customers.

**S. MINIMUM SPENDING LEVELS**

The Contractor shall expend a minimum of 90% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

**T. WIOA DISLOCATED WORKER PERFORMANCE MEASURES**

The Contractor is responsible for meeting, and encouraged to exceed, the WDC's Dislocated Worker performance measures for Program Year 2016 that are set forth below.

Second Quarter Employment – 75%

Definition: Percentage of program clients who are in unsubsidized employment during the second quarter after exit from the program.

Second Quarter (3 months) Median Earnings – \$8,811

Definition: Median earnings of program clients who are in unsubsidized employment during the second quarter after exit from the program.

Fourth Quarter Employment – 78%

Definition: Percentage of program clients who are in unsubsidized employment during the fourth quarter after exit from the program.

Credential of Clients with Training – 50%

Definition: Percentage of program clients who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.

## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

### U. TRAINING GOALS

The Contractor shall provide monthly performance reporting to the WDC that identifies progress toward attainment of negotiated training goals. The desired outcome is to meet these totals on a quarterly basis. Although 33 clients are required to be enrolled in the program, and receive services, only 13 or more are required to receive training services. The nature of the training services required to be offered is set forth below.

#### Quarter Ending

Dislocated Worker Training Services	9-2016	12-2016	3-2017	6-2017
(cumulative totals)				
ITA	2	4	6	6
WEX	2	4	6	6
Entrepreneurial Training	0	0	1	1
Total Training Services	4	8	13	13

### V. ENROLLMENTS AND EXITS

The Contractor is required to meet the following annual totals for enrollment and exit. 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.

#### Quarter Ending

Dislocated Worker Targets	9-2016	12-2016	3-2017	6-2017
(cumulative totals)				
Carry-in Registrations	0	0	0	0
New Registrations	15	25	30	33
Total Registrations	15	25	30	33
Total Exits	0	5	15	33

EXHIBIT C - BUDGET

CONTRACTOR: CPS  
PROGRAM TITLE: DW  
PROGRAM YEAR: PY16

EFFECTIVE DATE: 6/1/2016

Budget Line Item	Total
Salaries & Benefits	\$ 32,876
Other Direct Costs	\$ 11,018
Direct Participant Costs	\$ 40,198
Indirect Costs	\$ 13,350
<b>Total</b>	<b>\$ 97,442</b>

**Certification Regarding Lobbying**

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING  
*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned (i.e., the Contractor signatory) 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 under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Contractor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED

**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 CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 - 340

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;

**RE: IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2016 IN THE AMOUNT OF \$484,340 FOR DISLOCATED WORKER SERVICES**

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

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

**WHEREAS**, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Services for PY16; NOW, THEREFORE,

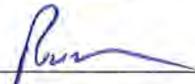
**BE IT RESOLVED** that the Benton and Franklin Counties Board of Commissioners has received the proposed contract between the WDC and Career Path Services, in the amount of \$484,340 for Dislocated Worker Services, effective July 1, 2016 through June 30, 2017, and does not object to such contract; and,

**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 and Franklin County Commissioners.

Dated this.....day of....., 2016

Dated this.....7.....day of September, 2016

\_\_\_\_\_  
Chairman of Board

  
\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: \_\_\_\_\_

Attest:   
\_\_\_\_\_

Clerk of the Board

Clerk of the Board

**WORKFORCE INNOVATION & OPPORTUNITY ACT**  
**SERVICE PROVIDER CONTRACT**  
**CFDA #17.278 WDC Contract No. 7S-PY16 DISLOCATED WORKER**

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 "WDC". All activities performed pursuant to this contract and all subsequent modifications will be in accordance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, and its accompanying regulations, and all applicable federal, state, and local laws, rules, and regulations, Washington State policies and guidelines, and the 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, 2016, regardless of the date of execution, and be completed on June 30, 2017, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIOA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the 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, the Contractor is only entitled to reimbursement of actual WIOA expenditures prior to the date of termination.

Payments to the Contractor by the WDC for services performed prior to October 1, 2016, may not exceed \$95,785, and the total amount of payments under this Contract is limited to and may not exceed \$484,340.

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 WDC

FOR THE CONTRACTOR

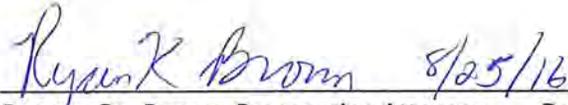
  
 Executive Director \_\_\_\_\_ Date 8/30/16

\_\_\_\_\_  
 CEO \_\_\_\_\_ Date

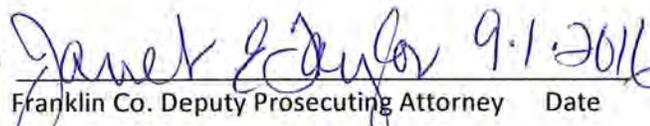
Received & Reviewed:

Approved as to form:

\_\_\_\_\_  
 Chairman, Benton Co. Commissioners \_\_\_\_\_ Date

  
 \_\_\_\_\_ Date 8/25/16  
 Benton Co. Deputy Prosecuting Attorney

  
 \_\_\_\_\_ Date 9.7.16  
 Chairman, Franklin Co. Commissioners

  
 \_\_\_\_\_ Date 9.1.2016  
 Franklin Co. Deputy Prosecuting Attorney

**GENERAL TERMS AND CONDITIONS**  
for  
**Contracts**  
under  
**THE WORKFORCE INNOVATION and OPPORTUNITY ACT**

**1 INTRODUCTION**

**1.1 Scope**

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Workforce Development Council (WDC) under Title I of the Workforce Innovation and Opportunity Act is subject to.

**1.2 Definitions**

“Contractor” shall mean the entity receiving funding under this contract.

“DOL” shall mean the United States Department of Labor.

“ESD” shall mean the Washington State Employment Security Department.

“ETA” shall mean the United States Department of Labor Employment and Training Administration.

“Materials” shall mean all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

“Negotiated Indirect Cost Rate” shall mean the Contractors’ maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Contractor receives the most funding in accordance with 2 CFR 200.

“RCW” shall mean the Revised Code of Washington.

“EO Officer” shall mean the Equal Opportunity Officer of the WDC.

“WIA” shall mean the Workforce Investment Act (Public Law 105-220).

“WIOA” shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

**1.3 Applicable Laws**

Throughout the term of this contract, Contractor shall comply will all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128(WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

**1.4 Assignment and Delegation**

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **1.5 Governing Law**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington.

### **1.6 Modification**

If the WDC fails to receive sufficient WIOA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due, as identified, or terminate all or part of this contract.

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

A written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to the WDC Programs Manager, and followed up by a formal modification to the contract.

Individual line items may be over expended, up to a maximum of 15% of the expenditure line item, without pre-approval by the WDC, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this contract.

### **1.7 Severability**

The provisions of this contract are intended to be severable. If any term or provision shall be held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.

## **2 SUBAWARDS**

In the event the Contractor disburses any funding from this contract to a sub-contractor, the Contractor shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

## **3 ASSURANCES**

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.

The Contractor shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

As a condition to the award of financial assistance from the DOL under Title I of WIOA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 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 WIOA Title I-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; and
- 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 WIOA Title I-financially assisted

program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4 CONTRACTOR REGISTRATION**

If applicable, the Contractor shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Contractor will provide the WDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Contractor's commencing services under this Contractor.

#### **5 CONFLICT OF INTEREST**

##### **5.1 Conflict of Interest**

Contractor shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award.

- a. Individual;
- b. Member of the immediate family;
- c. Employing organization; or
- d. Future employing organization.

A Contractor cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Contractor must abide by WIOA Title I Policy 5405.

##### **5.2 Code of Conduct**

Contractor shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all of Contractor's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

##### **5.3 Gifts**

Gratuities in the form of entertainment, gifts or otherwise offered by the Contractor, or an agent or representative of the Contractor to any officer or employee of the WDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the WDC.

##### **5.4 Public Service Ethics**

Contractor shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

## **6 CONFLICTING PROVISIONS**

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

## **7 DEBARMENT AND SUSPENSION**

Contractor must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Contractor must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Contractor must provide a signed statement, attached as Exhibit E to this Contract that it is complying with the requirements of this section.

## **8 DISPUTE RESOLUTION**

### **8.1 Dispute Resolution**

In the event a dispute arises out of this Contract between the WDC and the Contractor, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

### **8.2 Venue**

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

### **8.3 Fees and Costs**

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

## **9 ACCESS AND MONITORING**

### **9.1 Access to Facilities**

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the WDC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right, subject to conformance with Contractor's safety and security standards provided in advance to the WDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the WDC.

### **9.2 Audits**

To the extent permitted by law, at any time during normal business hours and as often as the WDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the WDC deem necessary, the Contractor shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records

including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the contract. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that Contractor also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Contractor and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Contractor expends \$750,000 or more during the Contractor's fiscal year of federal award money, Contractor must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

### **9.3 Records Storage**

The Contractor shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Contractor shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

### **9.4 Contractor Application**

Contractor shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with sub-contractors.

## **10 RECORDS**

### **10.1 Protection of Confidential information**

Contractor shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this contract unless:

- a. Related to the purpose of this contract;
- b. Required by law; or
- c. Authorized by prior written approval of the person who is the subject of the confidential information.

Contractor shall maintain proper security measures to protect all confidential information.

### **10.2 Records Retention**

The Contractor shall:

- a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the contracting agency;
- b. Retain records for non-expendable property for a period of three years after final disposition of the property;
- c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, clients, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
- d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;
- e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
- f. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and
- g. Comply with all other requirements of WIOA Title I Policy #5403.

### **10.3 Safeguarding of Client Information**

Without prior written consent by the recipient or client or as otherwise required by law, Contractor shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Contractor's responsibilities under this Contract.

### **10.4 Procurement Records**

Contractor must maintain records detailing the history of all purchasing and procurement in which funds from this contract were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract price.

## **11 ENERGY AND POLICY CONSERVATION**

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 (42 U.S.C. 6201).

## **12 ENVIRONMENTAL COMPLIANCE**

If Contractor is receiving over \$100,000 in federal grants under this contract, 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).

## **13 FUNDING**

### **13.1 Funding Provided**

Funding made available through this contract is limited to the funding expressly provided in this agreement. Contractor will use the funding provided in this contract only on allowable costs. The WDC will honor all allowable costs submitted within the funding period if funding is available.

### **13.2 Profit**

Any profit generated by funds made available under this contract must be used or returned to the WDC in accordance with WIOA Title I Policy #5220.

### **13.3 Recapture**

Funding provided in this contract is subject to recapture under WIOA Title I Policy #5275.

### **13.4 Indirect Cost Rate**

Contractor shall not spend funding obtained either through this contract or any other WIOA contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

### **13.5 Transfer of Funding**

Contractor may apply to the WDC WIOA Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Contractor must obtain prior written approval from the WDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I Policy #5401.

### **13.6 Repayment of Disallowed Costs**

Contractor may be required to repay the WDC for any costs that are determined by the WDC to be a disallowable cost.

## **14 CONFERENCES AND MEETINGS**

### **14.1 Approval**

Conferences sponsored in whole or in part by the Contractor using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of

the Federal Award. The Contractor must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

#### **14.2 Executive Branch Meetings**

The Contractor must not use any funds from this contract for the purpose of defraying the costs of a conference held by any executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this contract. No funds from this contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

#### **14.3 Hotel-Motel Fire Safety Act**

Pursuant to 15 U.S.C 2225(a), Contractor must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

### **15 CONTRACTOR STAFFING AND WORKPLACE**

#### **15.1 Drug-Free Workplace**

Contractor must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

#### **15.2 Licensing**

Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this contract.

#### **15.3 Salary and Bonus Limitations**

No funds received under this contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

#### **15.4 Taxes**

Contractor shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the contractor staff.

#### **15.5 Motor Vehicle Safety Policies**

Contractor is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

#### **15.6 Wages and Hours**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Contractor in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.) Any wages paid by Contractor using funds from this contract shall be reasonable, necessary, and allocable for performance of this contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through statewide workforce delivery system.

## **16 INSURANCE AND BONDING**

### **16.1 Bonding**

The Contractor shall ensure that:

- a. Contractor has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
- b. Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
- c. If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

### **16.2 Business Auto Policy**

The 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, sub-contractors, or volunteers are used to provide services in performance of this contract.

### **16.3 Commercial General Liability Insurance**

The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

### **16.4 Industrial Insurance Coverage**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the WDC may collect from the Contractor the full amount payable to the Industrial Insurance accident fund.

The WDC may:

- a. Deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Agency under this Agreement; and
- b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Contractor.

### **16.5 Professional Liability Insurance**

The Contractor shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: \$300,000 per incident, loss or person. The Contractor shall ensure employees and any sub-contractor are covered by professional liability insurance.

### **16.6 Additional Provisions**

#### **16.6.1 Excess Coverage**

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified.

#### **16.6.2 Identification**

All insurance policies shall reference this contract.

#### **16.6.3 Insurance Carrier Rating**

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

#### **16.6.4 Material Changes**

The WDC shall be given advance notice of any material change to insurance policies coverage for services provided under this contract.

#### **16.6.5 Self-Insured**

If self-insured, the contract warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this contract, and that the Contractor's Risk Officer or appropriate individual will provide the WDC evidence of such insurance.

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

### **17 INTELLECTUAL PROPERTY RIGHTS**

#### **17.1 Federal Requirements**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this contract, including a sub-contract; and ii) any rights of copyright to which the contractor, sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable contract activities.

If applicable, the following needs to be on all products developed in whole or in part with contract funds:

"This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the contractor and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

#### **17.2 Ownership of Materials**

Unless otherwise provided, and subject to the other requirements listed in this contract, Contractor shall retain ownership of all material it creates using funds from this contract.

#### **17.3 Licensing of Materials.**

Contractor shall license to the public all materials created or modified using funds from this contract under the Creative Commons Attribution License. For materials created using funds from this contract, or that were developed using WIA or WIOA funding, Contractor hereby grants to the WDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the WDC.

### **18 INTERNAL CONTROLS**

Contractor must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide

safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the WDC or the contractor considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Contractor is:

- a. Managing funds under this contract in compliance with federal statutes, regulations, and the terms of this contract;
- b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
- c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this contract; and
- d. Taking prompt action when instances of noncompliance are identified.

## **19 LIMITATIONS ON CONSTRUCTION AND REPAIR**

### **19.1 Copeland Anti-Kickback Act**

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

### **19.2 Davis-Bacon Act**

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of \$2,000.

### **19.3 Flood Insurance**

No funds obtained through this contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

### **19.4 Funding for Construction**

Unless specified otherwise in this contract, Contractor shall not spend any funds from this contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this contract must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191).

### **19.5 Religious Construction**

Contractor shall not use any funds made available through this contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA clients may be allowed.

## **20 LIMITATIONS ON FUNDING PROVIDED**

### **20.1 ACORN Prohibition**

No funds made available under this contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

### **20.2 Business Relocation**

No funds obtained through this contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any

business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

**20.3 Religious Activity Trainings**

Contractor shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this contract may be used to employ or train clients in religious activities.

**20.4 Health Benefits Coverage**

The Contractor shall ensure that the use of funds obtained through this contract used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

**20.5 Trafficking in Persons**

No funds obtained through this contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at <http://doleta.gov/grants/resources.cfm>.

**21 LOBBYING**

**21.1 Restrictions on Lobbying**

Contractor shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the grant period.

**21.2 Certification**

Contractor shall provide, in Exhibit D to this Agreement, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

**21.3 Publicity**

No funds provided under this contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

**22 NONDISCRIMINATION**

Contractor shall comply with all nondiscrimination requirements listed in this agreement, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

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

- a. Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
- b. Providing opportunities in, or treating any person in regard to, such a program or activity; or
- c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The 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 WIOA policies and procedures issued.

#### **22.1 Discrimination**

No individual shall be excluded from participation in, denied 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, sexual orientation, national origin, age, disability, political affiliation or belief. Additionally, Contractor must take reasonable steps to ensure that individuals with limited English proficiency have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, and Pages 32289-32305.

#### **22.2 Program Participation**

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees and other immigrants authorized by the Attorney General of the United States to work in the United States. No person may discriminate against an individual who is a client in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a client.

#### **22.3 Notification**

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 client. A signed copy of the notice will also be made a part of the client's file. All medical information and/or information regarding a client's disability must be kept confidential and maintained in a file that is separate from the client'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 WIOA Title I financially assisted programs or activities.

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

#### **22.4 Reporting**

The Contractor shall promptly notify the WDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of WIOA, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The WDC EO Officer will notify the Director of ESD; Civil Rights Center (CRC); the Office of the Assistant Secretary for Administration and Management; and DOL.

## **23 PERFORMANCE STANDARDS**

Contractor shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Contractor must also enter all necessary data for federal reporting and performance accountability measures WorkSource WA Case Management Systems.

## **24 PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## **25 PURCHASING AND CONTRACTING REQUIREMENTS**

### **25.1 Buy American Act**

Purchases made under this contractor using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this contract.

### **25.2 Procurement Requirements**

All purchasing of goods and services by Contractor using funds made available through this contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

- a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
- b. Complying with competition requirements of 2 CFR 200.319;
- c. Following the proper method of procurement as identified in 2 CFR 200.320, including but not limited to following the simplified acquisition threshold;
- d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
- e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Contractor is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

### **25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

### **25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to an agreements with the authority responsible for collecting the tax liability.

### **25.5 Prohibition on Contracting with Inverted Domestic Corporations**

No funds made available under this contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

### **25.6 Oversight**

Contractor must maintain oversight over all sub-contracts. This includes, but is not limited to, monitoring performance regarding terms, conditions, and specifications.

### **25.7 Equipment and Supplies**

#### **25.7.1 Acquisition**

Contractor must receive prior approval from the WDC for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year using funds obtained through this contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

#### **25.7.2 Equipment Management**

All equipment purchased with funds obtained through this contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment in accordance with federal and state law.

#### **25.7.3 Supplies**

Title to supplies acquired with funding provided under this contract shall vest with the Contractor at acquisition. A residual inventory of unused supplies exceeding \$5000 in value at the time of completion of this contract must be used by the Contractor on other federal projects, or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

### **25.8 Recovered Materials**

Purchases made pursuant to this contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over \$10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

## **26 RELATIONSHIP OF THE PARTIES**

### **26.1 Independent Contractor**

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the WDC. The Contractor will not hold himself/herself out as, nor claim to be an officer or employee of, the WDC by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **26.2 Indemnification**

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

and the Contractor, any damages allowed shall be paid in proportion to the percentage of negligence attributed to each party.

## **27 PAYMENTS AND REPORTING**

### **27.1 Payment Requests**

All payments to the Contractor shall be for the 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 WDC requirements and procedures governing reimbursements. The WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to a Contractor's reimbursement request. The Contractor shall expend a minimum of 85% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

### **27.2 Closeout**

Contractor shall comply with WIOA Title I Policy #5245 regarding the closeout of this contract. This includes, but is not limited to, completing a formal closeout within sixty calendar days, or as otherwise instructed, after the end of this contract, or when the funding is fully utilized, whichever comes first.

### **27.3 Monthly Reports**

Contractor must submit monthly financial and program reports to the WDC. These reports should be sent via email by the Contractor.

### **27.4 Certifications**

Any annual and final fiscal reports or vouchers requesting payment under this contractor must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

## **28 MILITARY SELECTIVE SERVICE**

Contractor shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

## **29 VETERANS PRIORITY**

The Jobs for Veterans Act (Public Law 107-288) requires Contractor to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the contractor give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Contractor must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09.

## **30 VIOLATION OF PRIVACY ACT**

No funds made available under this contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

**31 USE OF NAME PROHIBITED**

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

**32 USE OF STATE RESOURCES**

Contractor and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

**33 WAIVER**

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

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



STATE OF WASHINGTON  
EMPLOYMENT SECURITY DEPARTMENT  
PO Box 9046 Olympia, WA 98507-9046

**EQUAL OPPORTUNITY IS THE LAW**  
**29 CFR Part 38.30**

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

**WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION**

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the 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.

**Workforce Innovation and Opportunity Act (WIOA) Services for Dislocated Workers**

**A. OVERVIEW**

The One-Stop system is the basic delivery system for Dislocated Worker services. Through this system eligible, Dislocated Workers can access services organized into basic and individualized career services, training services and post-program follow-up services (as defined in WIOA Section 134 (c) (3) (A) (ii)).

The Contractor shall deliver client services in a manner that supports WIOA services through the One-Stop delivery system and the Benton-Franklin Workforce Development Council (WDC) 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 WIOA client services within policies and procedures including, but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments
- Providing support services necessary for an individual to participate
- Consultation regarding education and training opportunities
- Coordinating services
- Development and maintaining records
- Coordinating with the Business Services Unit (BSU)\*

\*BSU Definition: those staff employed by the Employment Security Department that provide services to business/employer customers at WorkSource Columbia Basin.

**B. RECRUITMENT AND ORIENTATIONS**

Performance outcomes begin with effective recruitment. The Contractor shall take the WorkSource Columbia Basin (WSCB) WIOA services to the community through a broad based, targeted outreach effort. Community outreach will include partnering with community organizations for referrals. When appropriate to maximize resources, co-enrollment will occur with community partners.

The Contractor shall work with the Guest Resource Specialists (GRS)\* and other WSCB partners to receive potential Dislocated Worker clients through the WSCB referral system.

Recruiting for Dislocated Workers will include conducting informational orientations to provide an initial overview of program services and eligibility requirements. Information will be provided on apprenticeship programs, self-employment and initial assessment opportunities. Comprehensive case management will begin when the Contractor determines that a job seeker requires individualized career services to successfully attain employment and self-sufficiency.

\*GRS Definition: those staff that assess the needs of customers when they come in the door at WSCB. They are proficient in the basic eligibility requirements of all programs and services. They deliver customer services via a concierge style model, guiding customers in choosing from the extensive menu of services.

**EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)**

**C. ELIGIBILITY DETERMINATION AND PRIORITY REQUIREMENTS**

Individualized career services require eligibility determination and registration into the WIOA Dislocated Worker Program. The Contractor will conduct intake and require 100% eligibility verification documentation as well as supervisory review and approval.

The Contractor shall determine Dislocated Worker Program eligibility compliance with WIOA Section 134 and with Local WDC WIOA Eligibility Policy #2015-01, and ensure the client is:

- Eighteen (18) years of age or older
- Legally entitled to work in the United States;
- Selective Services registration for males has been completed; and
- Satisfies and meets at least one of the six Dislocated Worker categories set forth in this table below:

Category	Criteria	
1. General Dislocation	<input type="checkbox"/>	1.1 An individual who was terminated, laid off, or received a notice of termination or layoff. <b>AND</b>
	<input type="checkbox"/>	1.2 Is determined unlikely to return to previous industry or occupation; <b>AND</b>
	<input type="checkbox"/>	1.3.1 Is eligible for or has exhausted entitlement to unemployment compensation; <b>OR</b>
	<input type="checkbox"/>	1.3.2 Is not eligible for unemployment compensation
2. Dislocation from Facility Closure / Substantial Layoff	<input type="checkbox"/>	2.1 An individual who was terminated, laid off, or received a notice of layoff from employment at a plant, facility, or enterprise as a result of: Permanent closure or layoff of 50 or more employees; <b>OR</b>
	<input type="checkbox"/>	2.2 An individual employed at a facility at which the employer has made a general announcement that the facility will close within 180 days.
3. Self-employed Dislocation	<input type="checkbox"/>	Was self-employed (including employment as a farmer, rancher or a fisherman), but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters.
4. Displaced Homemaker * <small>* Per TEGL 26-13, individuals cannot cite long-term partners to whom they were not married as family members. Individuals can cite adult children</small>	<input type="checkbox"/>	4.1 An individual who was dependent on the income of another family member and is no longer supported by the income of that family member; <b>OR</b> Is the dependent spouse of a member of the armed forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, or a service connected death or disability of the member <b>AND</b>
	<input type="checkbox"/>	4.2 Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

**EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)**

<p><b>5. Dislocated/ Separating Military Service Members</b></p>	<p align="center">☐</p>	<p><b>5.1</b> A non-retiree military service member who was discharged or released from service under <u>other than dishonorable</u>, or has received a notice of military separation (defined by Local WDC (see Section 4.2.1). Per proposed 20 CFR 680.660, separating military service members automatically qualify as unlikely to return to a previous industry or occupation and as eligible for or exhausted entitlement to Unemployment Insurance.</p> <p><b>Note:</b> Dislocated military service members, veterans and other covered persons are eligible for Priority of Service (POS) as described in POS Policy 1009, Revision 1.</p>
<p><b>6. Spouses of Military Service Members</b></p>	<p align="center">☐</p>	<p><b>6.1</b> The spouse of a member of the armed forces on active duty, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member;</p> <p><b>OR</b></p> <p><b>6.2</b> The spouse of a member of the armed forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.</p> <p><b>Note:</b> a military spouse may also qualify as a displaced homemaker (Category 4).</p>

The Contractor shall give priority of enrollment and service to Veterans and their eligible spouses in the Dislocated Worker Program. Contractor shall also give Dislocated Worker Program priority to recipients of public assistance, other low income individuals, and individuals who are basic skills deficient for receipt of Career Services and Training Services under WIOA Title 1, Sections 133 and 134, Dislocated Worker Formula Funds.

**D. ASSESSMENTS**

Assessments are a crucial link in identifying competencies that prepare job seekers to successfully enter employment. The Contractor shall utilize the skills assessment tools approved by the WDC to showcase a client’s current skills, identify areas in need of improvement and determine their remediation needs. The results on the front end will be used to develop the clients’ Individual Employment Plan (IEP).

**E. INDIVIDUAL EMPLOYMENT PLAN**

As an initial step to offering individualized career services to a client, the Contractor shall develop an IEP for each eligible client. The IEP identifies the client’s employment goals and objectives including training and services needed to achieve self-sufficiency. The IEP is a living document that is reviewed with the client and updated as changes occur. The IEP:

- Will be initially completed at the time individualized career services are deemed appropriate for a client
- Will use assessment results, the self-sufficiency calculator and labor market information to develop goals and desired outcomes
- Will include career exploration options by providing labor market information on demand occupations, apprenticeship and self-employment
- Will establish goals that include work readiness preparation, basic skills remediation, training needs and job search strategies

## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

- Will create a timeline for achieving employment which will be stream lined so clients can attach to the workforce quickly
- Will be reviewed and updated regularly with the client

### F. INDIVIDUALIZED CAREER SERVICES

When the Contractor determines that individualized career services are appropriate for a client to obtain employment those services shall be made available and can include, but are not limited to:

- Development of an IEP to identify the employment goals, appropriate achievement objectives, and appropriate combination of services needed to achieve his or her employment goals, including the list of and information about, eligible training providers, and career pathways to attain career objectives
- Career Planning
- Short-term pre-vocational services, including development of communication skills, interview skills, punctuality and professional conduct
- Activities that help a client acquire a combination of basic academic skills, digital literacy skills, critical thinking skills, self-management skills and other competencies necessary for the successful transition into the completion of training and employment
- English language acquisition
- Financial Literacy

### G. TRAINING SERVICES

Training services are provided to clients after the Contractor determines the client eligible, is registered and in need of additional services to obtain employment. As part of the eligibility process, the client must receive, at a minimum, an interview, evaluation or assessment and career planning or other means by which eligibility for WIOA funded training services can be determined. However, if career services are not provided before training, the client file must document the client's eligibility for training services and explain how this determination was made by interview, evaluation or assessment.

### H. INDIVIDUAL TRAINING ACCOUNTS

Clients interested in improving their vocational skills or in gaining occupational certificates will engage in training opportunities, targeting growth industries. Use of an Individual Training Account (ITA) will provide clients with specialized training services through state approved training providers. ITA's are designated to provide education and skills to clients who are in need of training, preparing them for employment.

The Contractor will maximize client choice when selecting an eligible provider for training, per WIOA Section 134 (c) (3) (F) (i). While there is not a local lifetime limit per client, "cost reasonableness" is an important consideration. The Contractor will work with clients to

## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

develop training plans that leverage outside resources, including but not limited, to Worker Retraining, PELL Grants, Scholarships and Commissioner Approved Training. Emphasis is placed on training plans driven by labor market demand and leading to a clear path to employment. The IEP and associated ITA shall reflect combined resources from various funding sources being applied to a client's plan as well as specific WIOA dollars needed to achieve goals. The Contractor shall follow Local WDC WIOA Policy #2015-04 Individual Training Accounts when providing a client this training service.

### **I. SUPPORTIVE SERVICES**

Support services are utilized to enable the client to transition to self-sufficiency. The self-sufficiency calculator is used to assist the client in budget planning and to determine what their needs will be to successfully complete their training plan and job search. The Contractor shall assist the client in identifying gaps and in locating resources to close these gaps. All support services allowed by law (refer to Local WDC WIOA Policy #2015-02 Supportive Services) will be used to help stabilize a client's personal life and remove or neutralize barriers to participation and employment. Only after outside resources have been exhausted will the Contractor use WIOA funded supportive services to assist the client. Supportive services can be used to purchase items and services related to job search, training and alleviating barriers.

### **J. RAPID RESPONSE**

Whenever WDC identifies an event that may trigger a significant layoff or otherwise result in increased unemployment in the local area, the Contractor shall coordinate Rapid Response activities with the WDC to respond to businesses experiencing mass layoffs or plant closures. The Contractor shall customize services to the employer needs and include convening the Rapid Response Team to provide workshops that articulate services available to the business and their employees. Rapid Response services will include providing assistance with unemployment insurance filing, priority access to job search workshops, and access to WIOA services for finding new jobs and skills training to improve their marketable skills.

### **K. ON THE JOB TRAINING**

On the Job Training (OJT) is an effective tool in placing clients into demand occupations with employers. OJT is training provided by employers to clients and provides the knowledge and skills essential to adequately perform the job. The Contractor may reimburse the employer for up to 75% of the clients' wages while in OJT. The duration shall be appropriate to the occupation for which the client is being trained, taking into account training content, clients' prior work experience, and clients' service strategies. When properly used, OJT allows Dislocated Workers with little or no work experience to compete with others in the talent pool. Nearly all employers face ordinary training costs when they hire an individual. The OJT reimbursement defrays the extraordinary training costs incurred when an employer hires a Dislocated Worker client. This tool will only be used by clients who have demonstrated a desire

## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

to succeed by meeting participation and attendance requirements in prior service components. The Contractor shall follow Local WDC WIOA Policy #2015-05 On-the-Job Training when establishing an OJT for a client.

### L. SELF-EMPLOYMENT

The Contractor shall comply with state statutes regarding self-employment assistance and entrepreneurial training as reflected in RCW 50.62.030 (2). The Contractor shall notify all WIOA eligible clients of the availability of self-employment assistance and entrepreneurial training in their Workforce Development Area (WDA) and provide such assistance and training to those eligible individuals that request it. The Contractor shall follow Local WDC WIOA Policy #2015-07 Self-Employment when assisting a client with entrepreneurial training and self-employment.

### M. CUSTOMIZED TRAINING

The Contractor shall develop customized training to meet the special requirements of an employer, combining classroom training and OJT. This training should be designed to meet the requirements of an employer or group of employers with a commitment by the employer to employ an individual upon successful completion of the training. Employed workers are eligible for customized training only if they are not earning a self-sufficient wage.

### N. APPRENTICESHIP

The Contractor shall work in cooperation with local labor organizations to refer and encourage program clients to explore “pre-apprenticeship” programs. Several trades’ apprenticeship programs have pre-requisites to enter the program, which include educational skills criteria.

The Contractor will ensure clients are exposed to basic skills remediation, GED attainment and other means to specific and necessary academic education, so that individuals can be considered for apprenticeship training. These activities will be identified in the IEP.

### O. CASE NOTES

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each client. Case notes are critical and provide evidence of services and activities provided to clients while enrolled in WIOA activities as well as compliance with federal, state, and local laws and policies. The Contractor shall follow Local WDC WIOA Policy #2015-14 Case Notes during the client’s participation in the WIOA Dislocated Worker program.

### P. RETENTION AND FOLLOW-UP

The ultimate goal of program participation will be connecting Dislocated Workers to workforce training and education opportunities, which in turn promote economic vitality. The Contractor will use the Efforts to Outcomes (ETO) database. The Contractor shall:

- Assist employers as a neutral party when challenges arise at the worksite

## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

- Supply consultation to both the employer and employee in order to enhance or neutralize barriers that are affecting work habits
- Locate needed training opportunities
- Give information on employment or wage upgrade options
- Supply job search and replacement assistance if needed
- Maintain contact with the client

### **Q. CO-ENROLLMENT BETWEEN CONTRACTS**

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden the services and placement support needs. The Contractor must document need prior to co-enrolling a client. The client must have a clear understanding of the programs they are participating in. No duplication of service will be allowed. The ETO database, case notes and the clients' IEP shall be used to document separation of services.

### **R. WORKSOURCE COLUMBIA BASIN OPERATIONS**

Contractor staff stationed at WSCB will work within established policies and procedures of the One-Stop Center to ensure quality services to job seekers and business customers.

### **S. MINIMUM SPENDING LEVELS**

The Contractor shall expend a minimum of 90% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

### **T. WIOA DISLOCATED WORKER PERFORMANCE MEASURES**

The Contractor is responsible for meeting, and encouraged to exceed, the WDC's Dislocated Worker performance measures for Program Year 2016 that are set forth below.

Second Quarter Employment – 75%

Definition: Percentage of program clients who are in unsubsidized employment during the second quarter after exit from the program.

Second Quarter (3 months) Median Earnings – \$8,811

Definition: Median earnings of program clients who are in unsubsidized employment during the second quarter after exit from the program.

Fourth Quarter Employment – 78%

Definition: Percentage of program clients who are in unsubsidized employment during the fourth quarter after exit from the program.

## EXHIBIT B – STATEMENT OF WORK (DISLOCATED WORKER)

### Credential of Clients with Training – 50%

Definition: Percentage of program clients who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.

### U. TRAINING GOALS

The Contractor shall provide monthly performance reporting to the WDC that identifies progress toward attainment of negotiated training goals. The desired outcome is to meet these totals on a quarterly basis. Although 168 clients are required to be enrolled in the program, and receive services, only 45 or more are required to receive training services. The nature of the training services required to be offered is set forth below.

#### Quarter Ending

Dislocated Worker Training Services	9-2016	12-2016	3-2017	6-2017
(cumulative totals)				
ITA	5	15	20	24
OJT	0	7	15	19
Entrepreneurial Training	1	1	2	2
Total Training Services	6	23	37	45

### V. ENROLLMENTS AND EXITS

The Contractor is required to meet the following annual totals for enrollment and exit. 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.

#### Quarter Ending

Dislocated Worker Targets	9-2016	12-2016	3-2017	6-2017
(cumulative totals)				
Carry-in Registrations	36	36	36	36
New Registrations	24	94	132	132
Total Registrations	60	130	168	168
Total Exits	20	60	90	116

EXHIBIT C - BUDGET

CONTRACTOR: CPS  
PROGRAM TITLE: DW  
PROGRAM YEAR: PY16

EFFECTIVE DATE: 7/1/2016

Budget Line Item	Total
Salaries & Benefits	\$ 215,373
Other Direct Costs	\$ 50,516
Direct Participant Costs	\$ 152,096
Indirect Costs	\$ 66,355
<b>Total</b>	<b>\$ 484,340</b>

**Certification Regarding Lobbying**

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING  
*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned (i.e., the Contractor signatory) 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 under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Contractor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED

**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 CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>9/20/2016</u>	Execute Contract	_____
Subject:	<u>Mental Health</u>	Pass Resolution	_____
	<u>Jail Addition</u>	Pass Ordinance	_____
	<u>Presentation</u>	Pass Motion	_____
Prepared by:	<u>Larry Hueter</u>	Other	None
Reviewed by:	<u>Fred Bowen</u>		
		Consent Agenda	_____
		Public Hearing	_____
		1st Discussion	<u>X</u> _____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

Integrus Architecture has completed the construction documents for the new Mental Health Jail Addition and are able to give the County Commissioners a presentation of the architecture and functionality of the proposed facility.

**SUMMARY**

The presentation will be of visual plan features and narration of cell security levels and movement in the design layout.

**RECOMMENDATION**

*Presentation is informational in nature and should promote dialog.*

**FISCAL IMPACT**

None

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 20 Sep 2016</b> <b>Subject: Switzler Reservoir</b> <b>Memo Date: 13 Sep 2016</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> X <b>Other</b>	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> X <b>2nd Discussion</b> <b>Other</b>

## **SUMMARY**

We will have a short workshop on the proposed Switzler Reservoir to update commissioners on work and milestones to date, and to seek guidance on moving ahead with the next phase, the SEPA/NEPA process. This next phase would require more staff time (Planning Department) than our work in the past. We will receive funding for this from a Department of Ecology grant, but it is a new commitment of County resources and staff wants the Board's blessing before proceeding.

## **BACKGROUND**

Benton County is a founding member of the Watershed Resource Inventory Area #31 planning team, and the Sustainable Development Manager (Adam Fyall) has been its chair since its inception. Klickitat County has been the administrator all along, and Aspect Consulting has been the only consultant we have had on contract over those years.

The primary objective for the "Planning Unit", as the team is called, was to develop a watershed plan for WRIA 31. We completed that task, and are now in the implementation phase. There are three main areas that these watershed plans focus on – water quantity, water quality, and habitat.

In regards to the water quantity piece, the Planning Unit has looked at water storage options throughout the otherwise very dry WRIA (encompassing the south Horse Heaven slope of Benton and Klickitat counties). After a review of large surface storage options, only one area as distinguished itself so far as not being fatally flawed in regards to geology or other such reasons – the Switzler Canyon site.

Switzler Canyon is located in the southeastern corner of Benton County, downstream of Wallula Gap and upstream of McNary Dam. More of this background will be explained in the workshop.

In addition to updating the Board on progress on Switzler over the past three years, the main objective of the workshop will be to discuss the next phase, which would be a major phase – doing State Environmental Policy Act (and the accompanying National Environmental Policy Act) review (SEPA/NEPA process). This will likely result in an environmental impact statement (EIS) that evaluates impacts of and to the project. Doing SEPA/NEPA does not obligate anyone to anything later, but is necessary for permitting should there later be a decision to continue the project.

Under the scenario being presented, the Department of Ecology, Benton County, and Klickitat County would all be co-leads on the project, with Aspect Consulting carrying the majority of the workload.

## **WORKSHOP**

A team made from the above mentioned groups will make a brief presentation for commissioners. The presentation is outlined on the attached page. There will then be an opportunity for discussion and questions.

## **COUNTY ACTION**

Staff is ready to proceed with the SEPA/NEPA work, but wants the Board's blessing before doing so because this will be a workload impact on the Planning Department. The Board may wish to contemplate this for a while, but the clock is ticking on the grant funding so we would want that decision within the next couple of weeks.

## **FISCAL IMPACT**

The County is not being asked to contribute cash toward this next phase, but there would be a commitment of staff time. The work falls within the Sustainable Development Manager's existing scope, but new and additional time would be needed by Planning Department staff to review documents, assist with edits, advise on Benton County requirements, and facilitate the public process. There are funds available to the County as a part of this grant, and the County can bill for the time. Nonetheless, this is a real impact to consider.

# # #

# **Benton County Commissioners Briefing - Switzler Reservoir Project**

September 20, 2016 - Presentation Outline

## **Introduction**

### Adam Fyall – Benton County

- Introduce attendees
- Purpose of Briefing

## **Opening Remarks**

### Klickitat County

Dave McClure – Klickitat County Dept. of Natural Resources Director

Jim Sizemore – Klickitat County Commissioner

- Klickitat County's Role
- Project Proponent

### Ecology's Office of Columbia River

Tom Tebb – Director

Melissa Downes – Technical Project Lead

- OCR's mission & statutory directive
- Economic considerations in project funding
- Opportunity for Switzler Reservoir to address demands

## **Switzler Reservoir Project Overview, Economics, and Next Steps**

Tim Flynn – Aspect Consulting

Dan Haller – Aspect Consulting

- Overview of project background
- Findings of Appraisal Study (Fatal Flaw Evaluation)
- Preliminary Evaluation of Project Economics (Cost-Benefit Analysis)
- Stakeholder Outreach and Comments/Concerns
- Project Status and Next Steps
- Ecology and County Roles

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 20 Sep 2016</b> <b>Subject: Integrated Plan</b> <b>Memo Date: 13 Sep 2016</b> <b>Prepared By: Adam J. Fyall</b> <b>Reviewed By:</b>	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>X</b> <b>2nd Discussion</b> <b>Other</b>

**SUMMARY**

This will be a workshop for information and discussion purposes.

County personnel will be joined by staff from the Departments of Ecology and Fish & Wildlife, the Mid-Columbia Regional Fisheries Enhancement Group, the Kennewick Irrigation District, and perhaps others to discuss the Yakima Basin Integrated Plan in general, how the YBIP affects the Lower Yakima Basin more specifically, and with particular emphasis on the Bateman Island causeway breach proposal that is gaining traction. Ecology will provide some opening comments and high-level context, then DFW staff will give the main presentation, followed by other follow-up comments and Q&A.

**BACKGROUND**

The Yakima Basin Integrated Plan is the successor to the Yakima River Basin Watershed Enhancement Project of the 1980s and 1990s and has been in development for several years. Benton County has been a participant from the beginning, and the project has broad-based support that is unprecedented in our region. Most of YBIP’s energy has been focused in the upper watershed in Kittitas and Yakima Counties, but more recently there has been increased interest in projects in the lower watershed.

One idea that has been around for a long time but never really on anyone’s front burner is that of breaching the causeway that connects Bateman Island to the main shore (Richland). The purpose being to create flow within the Yakima Delta and around the island such to lower the temperatures of that backwater area and assist the outmigration of young salmon. The proposal has been studied, and there is support mounting in the fisheries community and now within YBIP advocates. There are some questions to answer and possible issues to resolve, so some of the key leaders in the basin want an opportunity to talk with the Board and provide information in the event commissioners should start being asked about the idea. Of course, there is also the hope that Benton County will support the project, or at least not oppose it.

**ATTACHMENTS**

A draft of the PowerPoint slideshow is attached. It may be modified by the time of the meeting.

**FISCAL IMPACT**

None.

Cle Elum Dam Fish Passage  
Teanaway Community Forest

Cle Elum Pool Rise

Kachess Drought Relief Pumping Project

Gap to Gap Floodplain  
Restoration

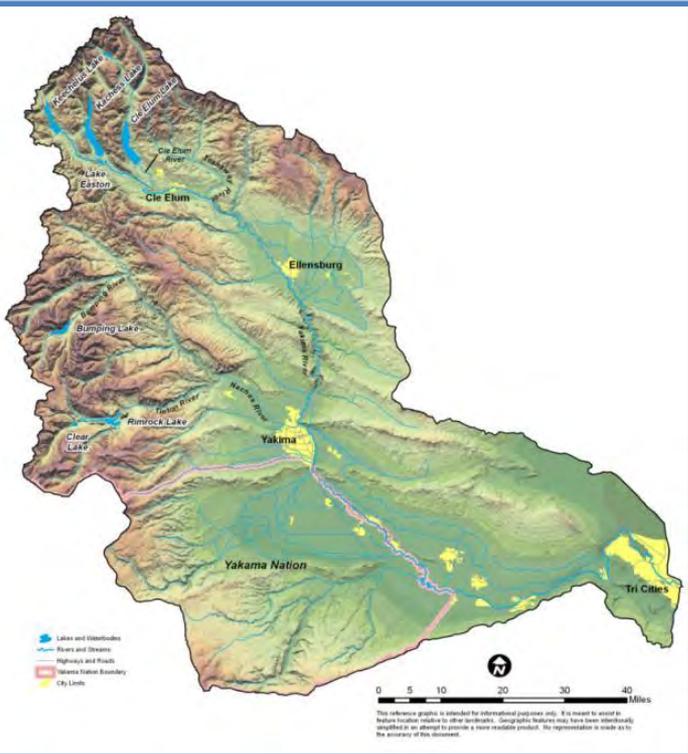
Conservation Projects: Roza and  
Kennewick Irrigation Districts

Other Projects

New Partners

**Yakima Basin  
Integrated Plan**

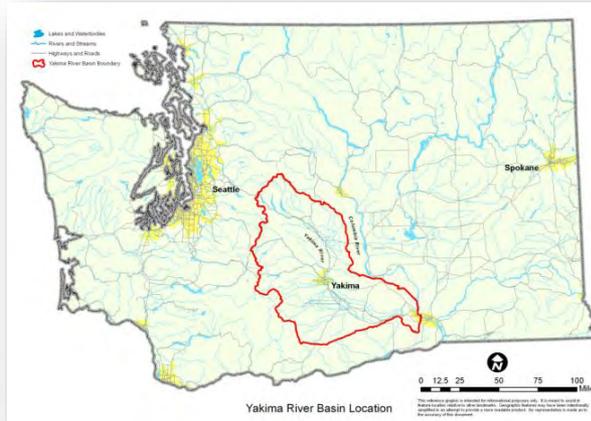
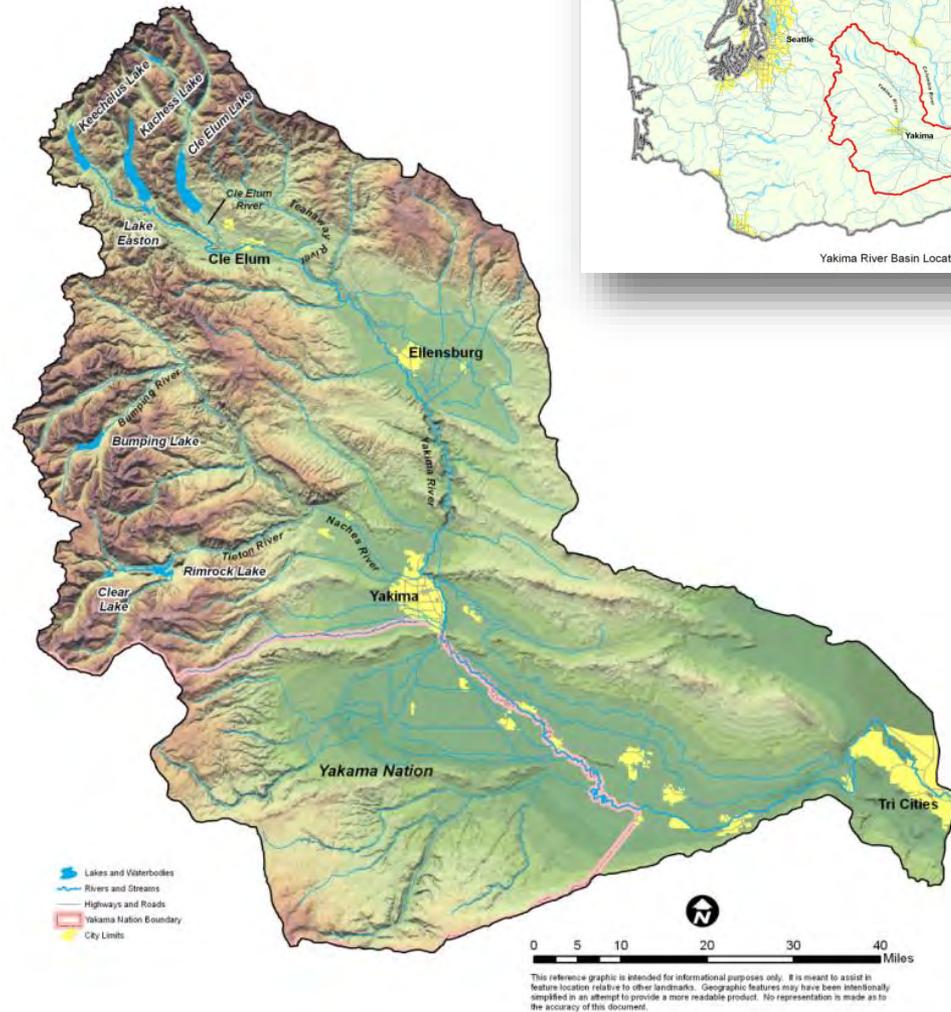
**Bateman Island  
Causeway Project**



# Yakima Basin Integrated Plan



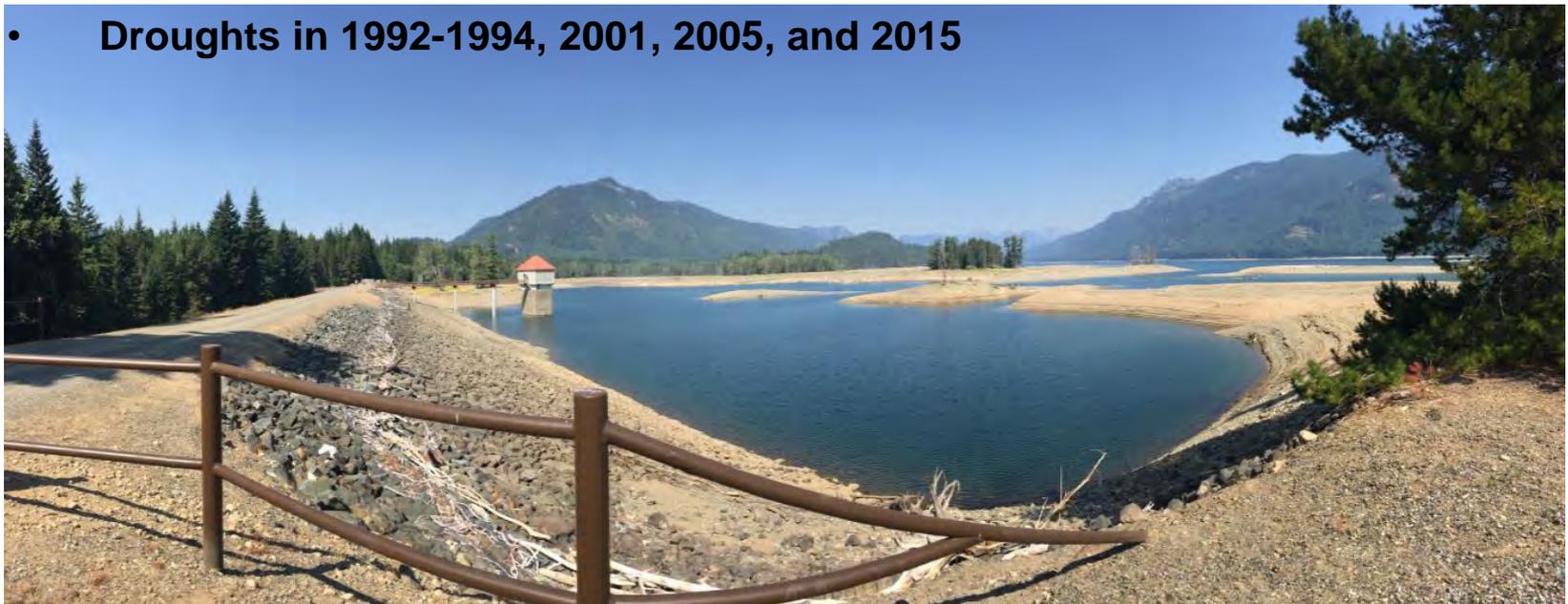
# Basin Overview



- Basin size = 6,155 sq. miles
- Population = 360,000
- Irrigated Area = 464,000 acres
- Economic Impacts (USDA 2012)
  - Food Processing Industry Benefits = \$1.4B
  - Agricultural Production = 1.8B
- Historically, second only to Snake River in supporting Columbia River salmon and steelhead runs

# Water Resource Challenges

- **Surface water is over-appropriated**
- **5 reservoirs with 1M acre-feet of capacity**
- **Existing water rights: Basin-wide irrigation diversions = 2.3M acre-feet**
- **Snowpack is the “sixth reservoir”**
- **Droughts in 1992-1994, 2001, 2005, and 2015**



# Native Fisheries Challenges



- **Historic salmon and steelhead run**
  - **800,000 fish**
- **Average run size last 10-15 years**
  - **15,000-20,000 fish**
- **Native coho, sockeye and summer Chinook extirpated**
  - **Coho reestablished, sockeye being reestablished**
- **Spring and fall Chinook**
  - **Seriously reduced**
- **Steelhead and bull trout**
  - **ESA Threatened species**

# The Yakima Plan:

A balanced package of actions developed by:

- The Yakama Nation
- Federal Agencies
  - Bureau of Reclamation
  - US Fish and Wildlife
  - US Forest Service
  - NOAA
- State Agencies
  - Dept of Ecology
  - Dept of Agriculture
  - Dept of Fish and Wildlife
- Irrigation Districts
  - KID
  - Sunnyside
  - Roza
  - Yakima-Tieton
  - KRD
- Environmental & Recreation Groups
  - American Rivers
  - Trout Unlimited
  - The Wilderness Society
- Local Governments
  - Counties
  - Municipalities



# The Yakima Plan is

- A 30-year strategy
- Three 10-year phases
  - First, “Initial Development Phase” under way
- ~\$3 billion projects
  - Provide reliable water for **EXISTING** agriculture
  - Restore all native historic salmon and steelhead
  - Address all interests equally



# Seven Key Elements: Projects & Cooperation

## YAKIMA RIVER BASIN INTEGRATED WATER RESOURCE MANAGEMENT PLAN

### Structural & Operational Changes

1. Raise the Cle Elum Pool by three feet to add 14,600 ac-ft in storage capacity.
2. Modify Kittitas Reclamation District canals to provide efficiency savings.
3. Construct a pipeline from Lake Keechelus to Lake Kachess to reduce flows and improve habitat conditions during high flow releases below Keechelus and to provide more water storage in Lake Kachess for downstream needs.
4. Decrease power generation at Roza Dam and Chandler power plant to support outmigration of juvenile fish.
5. Make efficiency improvements to the Wapatox Canal.

### Reservoir Fish Passage

#### Provide fish passage at:

1. Clear Lake
2. Cle Elum
3. Bumping
4. Tieton (Rimrock)
5. Keechelus
6. Kachess

### Enhanced Water Conservation

1. Implement an agricultural water conservation program designed to conserve up to 170,000 acre-feet of water in good water years.
2. Create a fund to promote water use efficiency basin-wide using voluntary, incentive-based programs. Focus on outdoor uses as top priority.

### Habitat/Watershed Protection & Enhancement

1. Protect ~70,000 acres of land by acquiring high elevation portions of the watershed and forest and shrub steppe habitat.
2. Evaluate potential Wilderness, Wild and Scenic River, and National Recreation Area designations to protect streams and habitat.
3. Create a habitat enhancement program to address reach-level floodplain restoration priorities and restore access to key tributaries.

### Market Reallocation

Employ a water market and/or a water bank to improve water supply in the Yakima River basin. Market reallocation would be conducted in two phases:

The near-term phase would continue existing water marketing and banking programs in the basin, but take additional steps to reduce barriers to water transfers.

The long-term program would focus on facilitating water transfers between irrigation districts. This would allow an irrigation district to follow land within the district and lease water rights for that land outside the district.

### Surface Water Storage

1. Build a 162,500 ac-ft off-channel surface storage facility at Wymer on Lmuma Creek.
2. Access an additional 200,000 ac-ft of water by tapping into inactive storage at Lake Kachess.
3. Construct a new dam at Bumping Reservoir to increase capacity to 190,000 ac-ft.
4. Begin appraisal of potential projects to transfer water from the Columbia River to the Yakima Basin.

### Groundwater Storage

1. Construct pilot projects to evaluate recharging shallow aquifers via groundwater infiltration. Full scale implementation may follow.
2. Build an aquifer storage and recovery facility allowing Yakima City to withdraw water from the Naches River during high flow periods and store it underground for use during low flow periods.



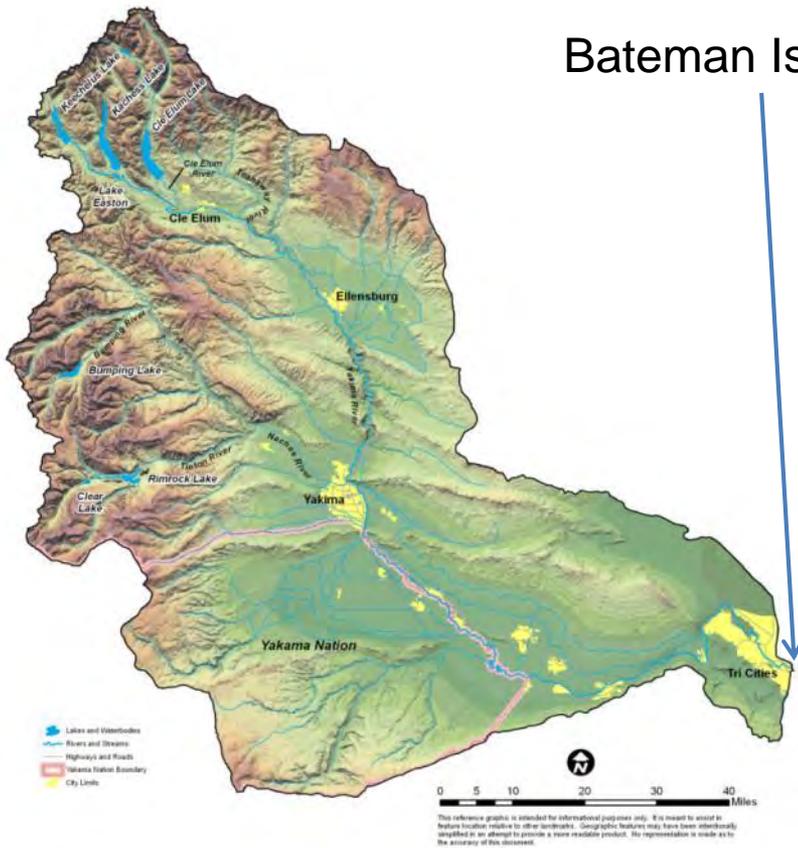
# Funding

- **Washington State Budget (2013-2015)**
  - **\$30M for Integrated Plan**
    - \$9.5M – Water Supply Projects (CEPR and others)
    - \$9.5M – Fisheries Projects (CEFP and others)
    - \$5M – Water Conservation Projects
    - \$5M – Habitat Projects
    - \$1M – Groundwater Storage and Market Reallocation
- **Reclamation Appropriated Funding**
  - **FY 15 - \$4.3M Cle Elum Fish Passage**
  - **FY 16**
    - \$9.5M Cle Elum Fish Passage and Water Supply Reliability
    - \$12.6M YRBWEP Phase 2
  - **FY 17 - \$15.8M**

# Support for YBIP Legislation

Local Governments	Businesses	Conservation Groups	Federal Agencies	Tribal
<p>Cities:</p> <ul style="list-style-type: none"> <li>Cle Elum</li> <li>Ellensburg</li> <li>Grandview</li> <li>Granger</li> <li>Harrah</li> <li>Kittitas</li> <li>Mabton</li> <li>Moxee</li> <li>Roslyn</li> <li>Selah</li> <li>Sunnyside</li> <li>Tieton</li> <li>Toppenish</li> <li>Union Gap</li> <li>Wapato</li> <li>Yakima</li> <li>Zillah</li> </ul> <p>Town of Naches</p> <p>Commissioners:</p> <ul style="list-style-type: none"> <li>Yakima County</li> <li>Kittitas County</li> <li>Benton County</li> </ul>	<ul style="list-style-type: none"> <li>Red's Fly Shop</li> <li>Suncadia Resort</li> <li>Tamarack Guide Service</li> <li>Emerging Rivers Guide Service</li> <li>Ellensburg Canyon Winery</li> <li>Fremont Brewing</li> <li>Roy Farms</li> <li>Charlton Farms</li> <li>Valicoff Farms</li> </ul> <p>Chamber of Commerces:</p> <ul style="list-style-type: none"> <li>Kittitas County</li> <li>Yakima County</li> <li>Tri-City Regional</li> </ul> <p>Ports:</p> <ul style="list-style-type: none"> <li>Benton</li> <li>Grandview</li> <li>Sunnyside</li> </ul>	<ul style="list-style-type: none"> <li>American Rivers</li> <li>Conservation Northwest</li> <li>Cowiche Canyon Conservancy</li> <li>Forterra</li> <li>Headwaters Chapter TU</li> <li>Kittitas Conservation Trust</li> <li>National Wildlife Federation</li> <li>Rocky Mountain Elk Foundation</li> <li>The Nature Conservancy</li> <li>Trust for Public Land</li> <li>The Wilderness Society</li> <li>Trout Unlimited</li> <li>Washington Environmental Council</li> <li>Yakima Fly Fishers</li> </ul>	NOAA/NMFS USFS USBR	Yakama Nation
			State Agencies	Political Committees
			WA Dept. of Ag. WA Dept. Ecol. WDFW	Kittitas County Democrats Yakima County Dem. Comm. Yakima County GOP
				Irrigation Districts
				<ul style="list-style-type: none"> <li>Kennewick</li> <li>Kittitas</li> <li>Roza</li> <li>Sunnyside Valley</li> <li>Wa. St. Water Res. Assoc.</li> <li>Yakima Tieton</li> </ul>

# Gateway and Cornerstone



# Recreation



Watchable Wildlife  
Viewing Site



# Previous Studies

- 1998, 2004, 2011, 2014
  - Bureau of Reclamation, U.S. Army Corps of Engineers, Benton Conservation District, Mid-Columbia Fisheries Enhancement Group and Benton Conservation District
  - High temperatures
  - Open Causeway
  - Temps reduced with flow on south side of Bateman Island



# Bateman Island Causeway Project

## Phase 1

**Mid-Columbia Fisheries Enhancement  
Group (MCFEG) & Benton Conservation  
District (BCD) 2011-2015**

**Develop design alternatives that improve  
migratory conditions for salmon**

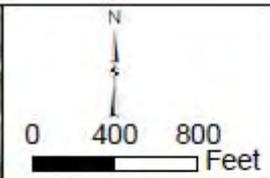
## Phase 2

**Washington Department of Fish and  
Wildlife (WDFW) & others**

**Implement Causeway Project**



# Bateman Island

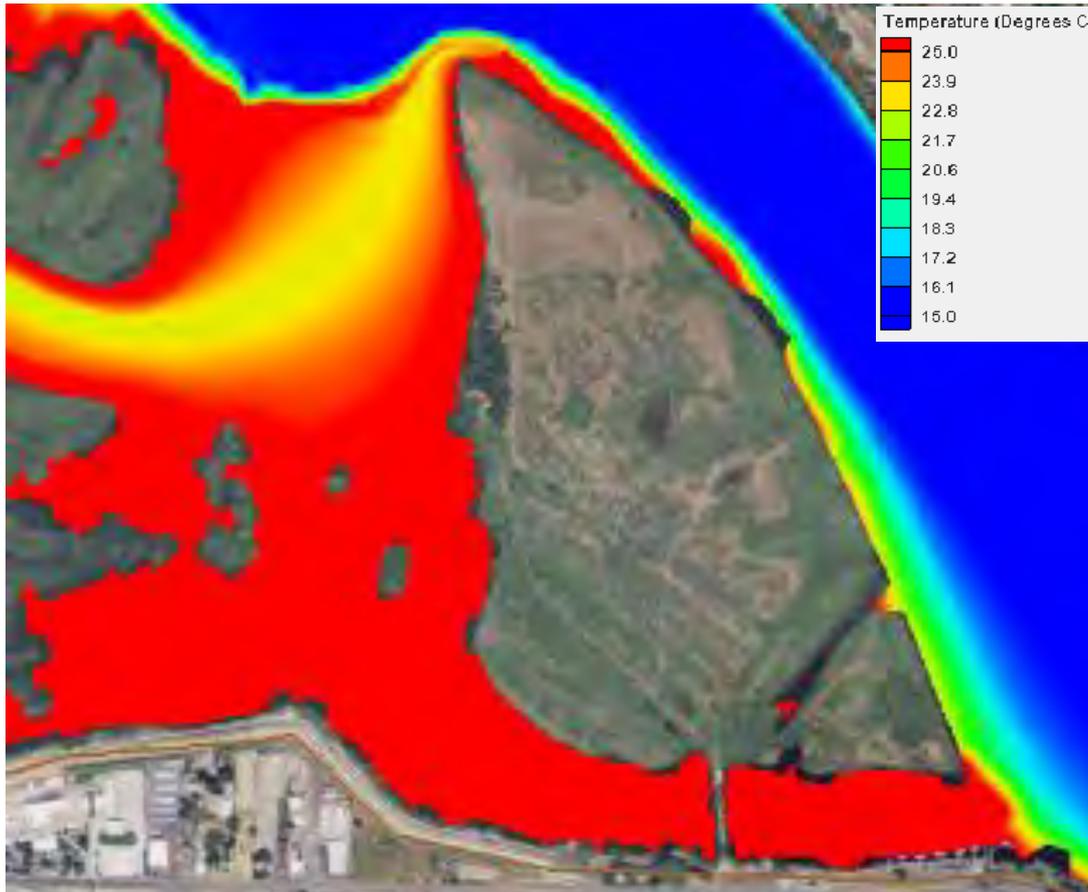


Mid-Columbia Fisheries Enhancement Group  
Bateman Island

Causeway Concept Design Project  
Figure 1.1  
Project Location Map



# RESULTS

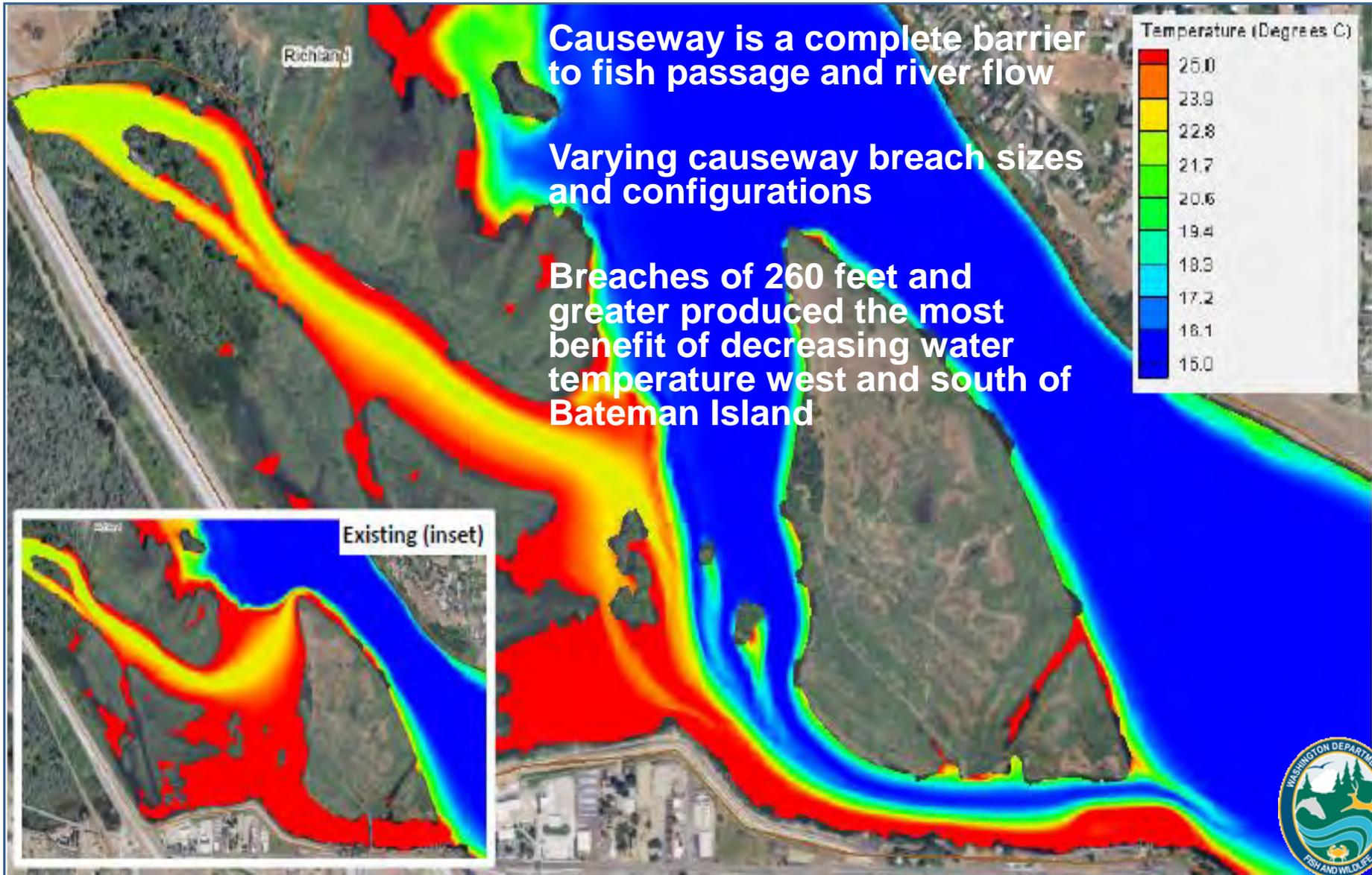


**Temperatures of 77-86 degrees  
= thermal block to late  
migrating salmon**

**Back water area is ideal  
habitat for non-native  
predatory fish**



# Results



# Community Input

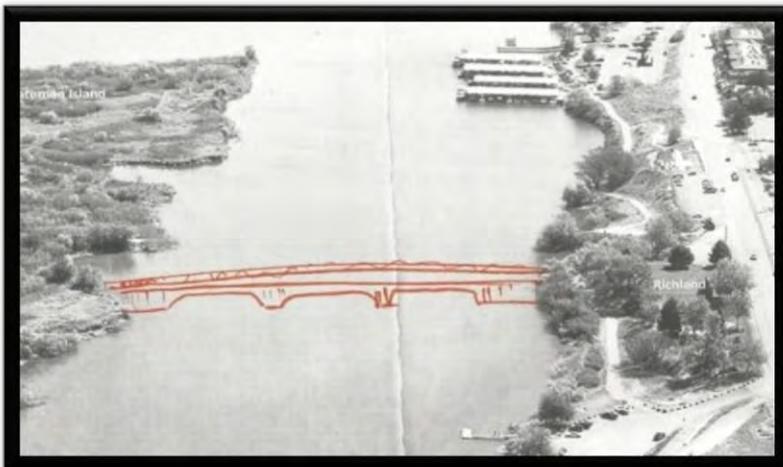
April 2014

- Focus = fisheries
- Hand drawn by public

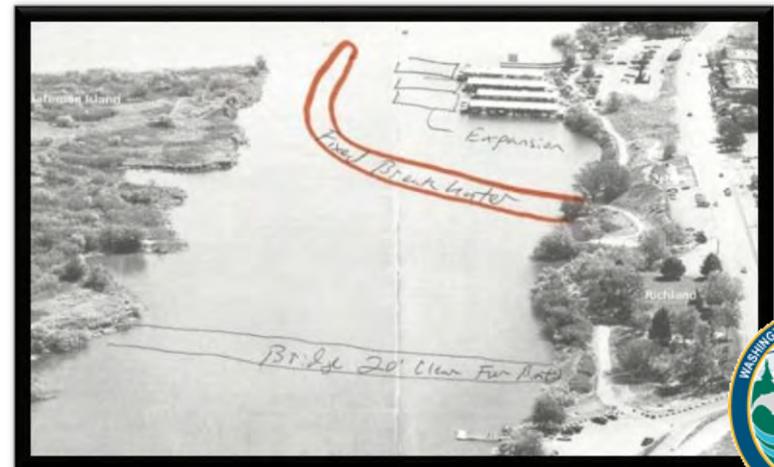
Full breach



Partial breach

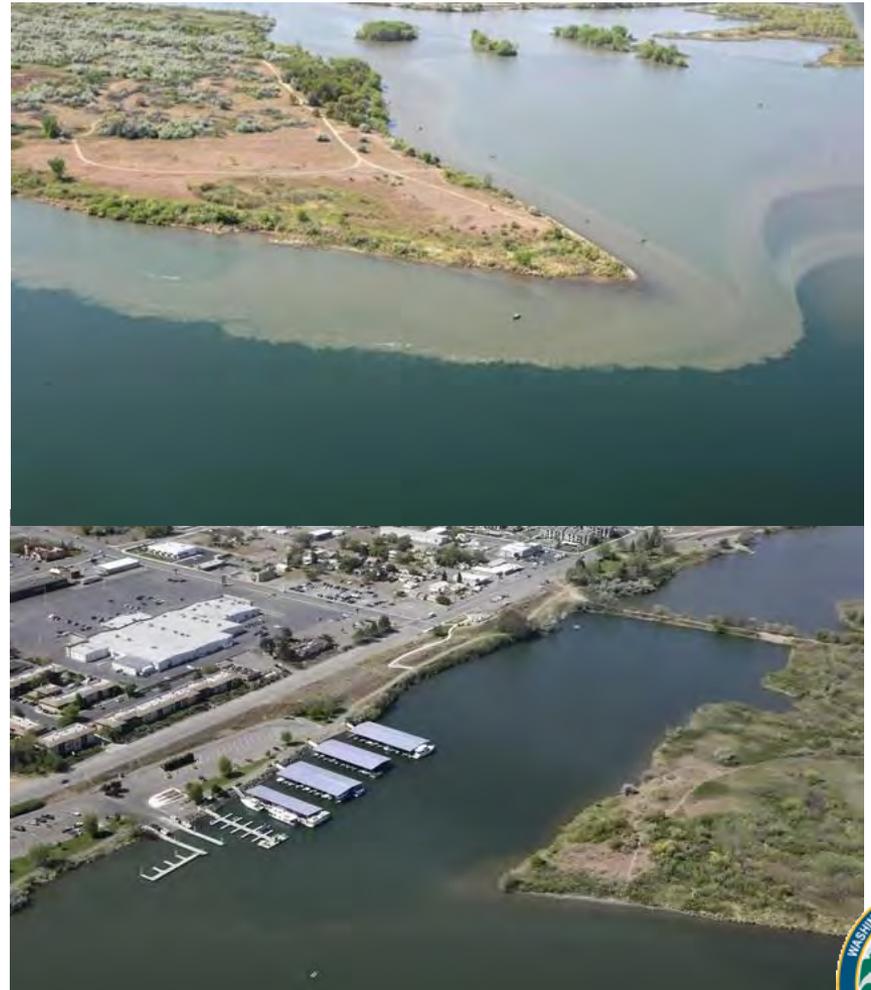


Full breach & breakwater



# The Vision

- Breach causeway
  - Remove a significant fish passage barrier
  - Improve river conditions for migratory salmonids
- Access
  - Maintain public access
  - Provide new opportunities
- Marina
  - Current, debris, sediment



# Next Steps

## Outreach

Share results from technical work group

Link Bateman Project with Yakima Basin Integrated Plan

Develop shared vision  
Develop Partnerships

WDFW as lead agency  
Initiate Summer 2017  
Co-lead with Others(?)



# Thank you!

Michael Ritter  
Area Habitat Biologist  
Washington Department of Fish and Wildlife  
2620 N. Commercial Ave  
Pasco, WA 99301  
509-543-3319 (office)  
[Michael.Ritter@dfw.wa.gov](mailto:Michael.Ritter@dfw.wa.gov)



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> September 20 <sup>th</sup> , 2016	Execute Lease _____	Consent Agenda _____
<b>Subject:</b>	Pass Resolution _____	Public Hearing _____
<u>Lease Assignment between Ardell and Sue Curtis Survivor's Trust</u>	Pass Ordinance _____	1st Discussion <u>  X  </u>
<u>u/a/d April 2, 2003, Benton Franklin Department of Human Services, and Our Lady of Lourdes Hospital</u>	Pass Motion _____	2nd Discussion _____
<u>at Pasco.</u>	Other _____	Other _____
<b>Prepared by:</b> Deena Horton, Admin Assist-DHS		
<b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS		

**BACKGROUND INFORMATION**

The purpose is to discuss the Assignment of the Lease Agreement between Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003, Benton and Franklin Counties on behalf of Benton-Franklin Counties Department of Human Services for the Benton and Franklin Counties Crisis Response Unit, Our Lady of Lourdes Hospital at Pasco.

**COORDINATION**

Ryan Lukson, BCPA  
Tim Dickerson, FCPA  
Kyle Sullivan, DHS

**SUMMARY**

**Award:**  
**Period:**  
**Funding Source:**

**RECOMMENDATION**

- Assign the Lease Agreement to Our Lady of Lourdes at Pasco doing business as Lourdes Counseling Center

**FISCAL IMPACT**

There is no impact on the current expense budget.

**MOTION**

  
\_\_\_\_\_  
Signature

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>9/20/2017</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>2017 1yr Road</u>	Pass Resolution _____	Public Hearing _____
<u>Program &amp;</u>	Pass Ordinance _____	1st Discussion <u>XX</u> _____
<u>ER&amp;R Non</u>	Pass Motion _____	2nd Discussion _____
<u>Road</u>	Other _____	Other _____
<u>Equipment</u>		
<u>Purchases</u>		
Prepared by: <u>MSR</u>		
Reviewed by:		

### **BACKGROUND INFORMATION**

WAC 136-16-010 requires that the County Engineer annually submit to the Board a 1 year outlook for the County Road fund which includes expenditures of maintenance, administration, capital projects and equipment purchases on or before the first Monday in October.

The County Engineer has prepared such a report and is submitting it to the Board for their review. The final 1 year program will be adopted immediately prior to the final adoption of the County's biennial budget.

The County Engineer has also prepared an overview of planned expenditures for the ER&R Fund which includes new vehicle and equipment purchases for all Departments participating in the replacement program. While not required as part of the 1 year road program this information is provided so the Board has a complete understanding of expenditures from the ER&R fund.

### **SUMMARY**

The County Engineer has prepared the 1 year Road Program along with a summary of Non Road related expenditures from the ER&R Fund. The Road Program is required to be submitted annually on or before the first Monday in October. Final adoption of the program will occur immediately prior to adoption of the County's biennial budget.

### **RECOMMENDATION**

Staff recommends the Board accept the program for review and provide any comments or questions prior to final adoption.

### **FISCAL IMPACT**

The reports show anticipated expenditures for both the Road Fund and the ER&R Fund. All expenditures are included in the biennial budget.

### **MOTION**

No Action – Discussion only

# 2017 ANNUAL CONSTRUCTION PROJECTS

## **Benton County, Washington**

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BENTON COUNTY  
ROAD DEPARTMENT



# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	9	WILLAMETTE HEIGHTS - S. 38th AVE. (W. Rich. Limits to W. Rich. Limits) S. 38th Ave. W. Rich. City Limits to W. Rich. City Limits New construction.	BCO2014-03	07/02/13	07/02/13		2013 519	01	C G P T	0.700	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0		0	300,000	300,000
P	CN	2019	STP(U)	983,000		0	0	983,000
<b>Totals</b>				<b>983,000</b>		<b>0</b>	<b>300,000</b>	<b>1,283,000</b>

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
PE	300,000	0	0	0	0	
CN	0	0	983,000	0	0	
<b>Totals</b>	<b>300,000</b>	<b>0</b>	<b>983,000</b>	<b>0</b>	<b>0</b>	

# Six Year Transportation Improvement Program From 2017 to 2022

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County: Benton

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	1	NINE CANYON RD Ph. III: Coffin to Beck 48910 Coffin Rd to Beck Rd Reconstruct a segment of gravel road to an all weather road.	BCO2012-09	07/02/13	07/02/13			04	P T	3.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2017		0	CRAB	397,000	336,000	733,000
S	CN	2018		0	CRAB	2,623,000	0	2,623,000
<b>Totals</b>				<b>0</b>		<b>3,020,000</b>	<b>336,000</b>	<b>3,356,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	733,000	2,623,000	0	0	0
<b>Totals</b>	<b>733,000</b>	<b>2,623,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2017 to 2022

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	2	TYRELL RD Ph. II: Travis Road to 2 miles West of Plymouth Road Tyrell Rd Ph. 2 0.00 to 2.00 Total road way reconstruction with HMA surfacing and a roadway structure rebuilt to an all weather standard.	BCO2015-24	07/15/14	07/15/14		2014-545	04		2.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2017		0		0	100,000	100,000
S	CN	2017		0		0	900,000	900,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	1,000,000	0	0	0	0
<b>Totals</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	3	SELLARDS RD Phase II: 2 miles East of SR 221 to 1/2 mile East of Tyacke Sellards Rd 14.14 to 16.50 Surface and road side rehabilitation.	BCO2015-21	07/15/14	07/15/14		2014-545	04		2.360	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2017		0		0	1,400,000	1,400,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>1,400,000</b>	<b>1,400,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	700,000	700,000	0	0	0
<b>Totals</b>	<b>700,000</b>	<b>700,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

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County: Benton

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	11	HANKS RD: Crosby to 1/2mile East of McDonald Hanks Rd Phase1 6.07 to 7.60 Reconstruction of vertical and horizontal alignment to an all weather road standard.	BCO2015-10	07/15/14	07/15/14		2014-545	04	C P T W	1.530	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0		0	100,000	100,000
P	CN	2022		0		0	1,700,000	1,700,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>1,800,000</b>	<b>1,800,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
CN	0	0	0	0	1,700,000
<b>Totals</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,700,000</b>

# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	20	SELLARDS RD Phase III: 1/2 mile East of Tyacke to Travis Sellards Rd 16.50 to 19.15 Surface and road side rehabilitation.	BCO2015-20	07/15/14	07/15/14		2014-545	04		2.650	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2017		0		0	75,000	75,000
S	CN	2018		0		0	1,400,000	1,400,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>1,475,000</b>	<b>1,475,000</b>

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
PE	75,000	0	0	0	0	0
CN	0	1,400,000	0	0	0	0
<b>Totals</b>	<b>75,000</b>	<b>1,400,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	25	PATHS & TRAILS various various to various Construct Paths & Trails, as required. (Emergent path projects)	BCO2012-24	07/02/13	07/02/13			44				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2017		0		0	60,000	60,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>60,000</b>	<b>60,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	10,000	10,000	10,000	10,000	20,000
<b>Totals</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>20,000</b>

# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	26	EMERGENT PROJECTS various various to various Construct emergent projects.	BCO2012-27	07/02/13	07/02/13			04			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2017		0		0	1,500,000	1,500,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>1,500,000</b>	<b>1,500,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	250,000	250,000	250,000	250,000	500,000
<b>Totals</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>500,000</b>

**2017 Road Program  
Estimated Revenues**

B.A.R.S.#		COUNTY	STATE	FEDERAL	OTHER	TOTAL
291.74.0001	Beginning Road Fund Balance	4,500,000	-	-	-	4,500,000
311.10.0000	Road Levy	5,771,000	-	-	-	5,771,000
317.20.0001	Leasehold	-	115,000	-	-	115,000
322.90.0002	Trail Access Permits	100	-	-	-	100
336.00.7501	Multimodal Transportation - Counties	-	70,753	-	-	70,753
336.00.8901	Gas Tax (County Apportionment)	-	3,300,000	-	-	3,300,000
341.43.0005	Personnel Admin Services by Co Road	140,000	-	-	-	140,000
341.82.0001	Road & Engineering Services	-	-	-	5,000	5,000
344.10.9000	Road Maintenance Services	30,000	-	-	-	30,000
344.10.9002	Road Construction & Engr Services	-	-	-	120,000	120,000
344.10.0501	Various Road Repairs	20,000	-	-	-	20,000
344.27.0502	Private Road Signs	1,000	-	-	-	1,000
344.19.0501-2	Plat Road/Access Road/Encroachment Review	29,500	-	-	-	29,500
344.19.0503-4	Road Vacations / Affidavits of Correction	1,250	-	-	-	1,250
344.27.0502	Road Signs	1,000	-	-	-	1,000
344.27.0504	Tourist Information Signs	1,000	-	-	-	1,000
361.11.0001	Interest	20,000	-	-	-	20,000
362.50.0001	Other Rents	500	-	-	-	500
367.00-0001	Contributions / Donations	-	-	-	-	-
369.10.0501	Sale of Salvage - Road	500	-	-	-	500
369.40.0501	Judgements and Settlements	250	-	-	-	250
369.91.0001	Miscellaneous Other	2,500	-	-	-	2,500
369.91.0502	Miscellaneous Revenues (REA Capital Payment)	200	-	-	-	200
386.70.0501	Sales Tax Collection	2,000	-	-	-	2,000
395.10.0501	Sale of Fixed Assets - Road	1,500	-	-	-	1,500
	<b>Subtotal Road Fund</b>	<b>10,522,300</b>	<b>3,485,753</b>	<b>-</b>	<b>125,000</b>	<b>14,133,053</b>
397.10.0000	Operating Transfers-In to Road Fund					
397.10.0103	Flood Control	-	-	-	1,000	1,000
397.10.1102	CRIMP Fund	-	-	-	2,466,000	2,466,000
397.10.0114	Paths & Trails Reserve Fund	-	-	-	25,000	25,000
	<b>Subtotal Operating Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,491,000</b>	<b>2,491,000</b>
<b>GRANT / MATCHING FUNDS</b>						
333.20.2502	STP/R Rural	-	-	322,000	-	322,000
333.20.2507	STP/E Enhancement (TEP)(TAP)	-	-	51,000	-	51,000
334.03.7100	CRAB (Rural Arterial Program)	-	679,500	-	-	679,500
334.03.7200	CAPP (Arterial Preservation)	-	508,852	-	-	508,852
	<b>Subtotal Grant/ Matching Funds</b>	<b>-</b>	<b>1,188,352</b>	<b>373,000</b>	<b>-</b>	<b>1,561,352</b>
	<b>GRAND TOTAL ROAD REVENUES</b>	<b>10,522,300</b>	<b>4,674,105</b>	<b>373,000</b>	<b>2,616,000</b>	<b>18,185,405</b>

**2017 Road Program  
Estimated Expenditures**

		COUNTY ROAD FUND	STATE	FEDERAL	OTHER	TOTAL
	Traffic Law Enforcement (Diversion of County Road Funds)	668,133	-	-	-	668,133
542.00	Maintenance	7,011,792	508,852	-	-	7,520,644
543.00	Administration	1,103,994	-	-	-	1,103,994
544.00	Operations	1,111,480	-	-	-	1,111,480
586.00	Agency Disbursements to WS Dept of Revenue	2,000	-	-	-	2,000
591.950.7800	Redemption of Long-Term Debt (PWTF Loan SR397)	197,750	-	-	-	197,750
592.950.8300	Interest and Other Debt Service Costs (PWTF Loan SR397)	7,910	-	-	-	7,910
	Subtotal	10,103,059	508,852	-	-	10,611,911
<b>Fund Source</b>	<b>595.00 Construction</b>					
Road/RAP/ CRIMP	Nine Canyon Rd: Coffin to Beck	73,300	659,700	-	-	733,000
Road/CRIMP	Tyrell RD Phase 2: Travis Rd to 2 miles west of Plymouth Road	1,000,000	-	-	-	1,000,000
Road/CRIMP	Sellards Rd: 2 Miles East of SR 221 to 1/2 Mile East of Tyacke	1,400,000	-	-	-	1,400,000
Road	Sellards Rd: 1/2 mile East of Tyacke to Travis	75,000	-	-	-	75,000
Road	Hanks Rd: Crosby to 1/2 mile East of McDonald	100,000				100,000
Road	Hanks Rd: 1/2 mile East of McDonald to Aller	100,000				100,000
Road	Willamette Heights - S. 38th Ave. ( W. Richland City Limits to W.R.C. Limits)	300,000				300,000
Road	Willamette Heights - Mt Adams View (S. 38th Ave West to W.R.C. Limits)	-			200,000	200,000
Paths & Trails	Paths and Trails: Countywide	-	-	-	31,000	31,000
Road	Emergent Projects	826,000	-	-	-	826,000
	Subtotal	3,874,300	659,700	-	231,000	4,765,000
	<b>518.62 Jobbing and Contract Work</b>					
518.62	County	6,000	-	-	-	6,000
518.62	City	120,000	-	-	-	120,000
	Subtotal	126,000	-	-	-	126,000
<b>GRAND TOTAL ROAD EXPENDITURES</b>		<b>14,103,359</b>	<b>1,168,552</b>	<b>-</b>	<b>231,000</b>	<b>15,502,911</b>

### 2017 Road Department Purchases

<u>QTY</u>	<u>ITEM</u>	<u>Fund</u>	<u>COST</u>	<u>REPLACEMENT</u>
1	Walk-n-Roll Compactor Attachment	Road	\$28,000	No
1	12K Two Axle Trailer	Road	\$7,000	No
1	Ford F150 Crew Cab Pickup - Engineer	ER&R	\$35,000	Yes
1	Ford F450 Crew Cab Pickup - Road Crew	ER&R	\$48,000	Yes
2	Ford F250 Extend Cab Pickup - Road Crew	ER&R	\$56,000	Yes
1	Patch Truck, Asphalt Hot Box - Road Crew	ER&R	\$180,000	Yes
1	Road Grader - Road Crew	ER&R	\$250,000	Yes
N/A	Miscellaneous Equipment for 2017	Road	\$25,000	No
		Total from Road Fund	\$60,000	
		Total from ER&R	\$569,000	
<b>Grand Total Road Department Purchases</b>			<b>\$629,000</b>	

**2017 Non-Road Equipment Rental & Revolving Fund Purchases**

<u>QTY</u>		<u>COST</u>	<u>REPLACEMENT</u>
<b>A.</b>	<b><u>GENERAL/SPECIAL PURPOSE VEHICLES/EQUIPMENT</u></b>		
3	Pool Car, EV - Motor Pool	\$105,000	Yes
N/A	Maintenance Shop - Small Tools, Misc. & Training	\$25,000	Supply
N/A	Sign Shop - Small Tools, Misc. & Training	\$4,500	Supply
<b>Subtotal</b>		<b>\$134,500</b>	
<b>B.</b>	<b><u>E R &amp; R VEHICLES FOR OTHER DEPARTMENTS</u></b>		
1	Ford Escape - Clerks's Office	\$26,000	Yes
1	Ford Escape - Auditor's Office	\$26,000	Yes
1	Ford Escape - Building Dept.	\$26,000	Yes
1	Dodge Mini Van - IT Dept.	\$26,000	Yes
1	Ford F150 Crew Cab Pickup - Facilities Dept.	\$35,000	No
1	Ford Explorer - Assessor's Office	\$30,000	No
<b>Subtotal</b>		<b>\$169,000</b>	
<b>D.</b>	<b><u>FACILITIES</u></b>		
N/A	General Building Maintenance & Repairs	\$15,000	
N/A	Office Equipment & Furnishings	\$4,000	
N/A	Engineer Lab Misc.	\$3,500	
N/A	EV - Infrastructure at JC Kennewick	\$60,000	
N/A	Diesel Fuel System Update - Prosser	\$12,000	
<b>Subtotal</b>		<b>\$94,500</b>	
<b>E.</b>	<b><u>INVENTORY</u></b>		
N/A	Inventoried Parts	\$65,000	
N/A	Grader & Plow Edges	\$30,000	
N/A	Tires - Heavy Equip., Cars, Pickups	\$80,000	
N/A	Signs, Materials, Meltdowns	\$60,000	
N/A	Bulk Diesel Fuel	\$200,000	
N/A	Salt & Liquid Deicer	\$120,000	
<b>Subtotal</b>		<b>\$555,000</b>	
<b>Grand Total ER&amp;R Expenditures</b>		<b>\$953,000</b>	