

CONTRACT # K7991

Between

WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT

And

KITSAP COUNTY

DBA: OLYMPIC WORKFORCE DEVELOPMENT COUNCIL

CONTRACT INFORMATION		GRANT NUMBER: 6101-7003, 6101-7103, 6101-7203, 6101-7303 FAIN: 23A55AY000017	DATE OF AWARD: June 14, 2023 R&D: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Contract start date. April 1, 2023	Contract end date June 30, 2025	Sub Award amount \$1,946,360.00	
Purpose This is a Formula Grant Subaward under WIOA.			
PARTIES:		Other Party's UEI: LD6MNJ62JQD1	
Kitsap County			
Address 614 Division Street, MS 23 ,Port Orchard, WA 98366		Business registration or UBI 182002345	Statewide Vendor Number SWV0008949-34
Contract Manager Alissa Durkin	Telephone: (360) 516-1025	Email adurkin@kitsap.gov	
Employment Security Department (ESD)			
Contact address 212 Maple Park Ave SE, Olympia, WA 98501		Division Employment Systems Policy & Integrity	
Contract Managers Nicole Hanson – Youth Ross Gearllach – Adult Julie Baxter – Dislocated Worker Donna Mack – Rapid Response	CM Phone 360-277-8240 360-480-9561 360-890-5941 360-628-2536	CM email Nicole.Hanson@esd.wa.gov Ross.Gearllach@esd.wa.gov Julie.Baxter@esd.wa.gov Donna.Mack@esd.wa.gov	
ATTACHMENTS: This Agreement includes the following attachment(s) and document(s) incorporated herein			
Exhibit A – Budget & Performance Planning Form. Exhibit B – WIOA Supplemental Terms and Conditions for PY 2023 Exhibit C – Certifications: C1 Regarding Lobbying / C2 Regarding Debarment and Suspension			
The terms and conditions of this Agreement are an integration and representation of the final, entire, and exclusive understanding between the parties superseding, all previous Agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Agreement. The parties signing below represent that they have read and understand this Agreement and have the authority to execute this Agreement.			
Board of County Commissioners Charlotte G. ... <i>Charlotte G. ...</i> Date 8/14/23	Employment Security Department Danielle Cruver, Chief Finance Officer Date 8/16/2023	DocuSigned by: <i>Danielle Cruver</i> 82ED1908E9A447E	
Katherine ... <i>Katherine T. Walkom</i> Date 8/14/23	Approved/Attested by: Clerk of the Board <i>Dana Daniels</i> Date 8/14/23	Date 8/14/23	
Christine Rolfes, Commissioner Date			

This Agreement (hereinafter also referred to as "Agreement") serves as the grant subaward document between the Washington State Employment Security Department, hereinafter called "ESD", and Kitsap County, hereinafter called "Subrecipient." ESD and Subrecipient may also be individually referred to as Party, or jointly referred to as Parties.

The Parties hereby mutually agree as follows:

INTRODUCTION:

1. BACKGROUND AND PURPOSE

The Employment Security Department, on behalf of the state of Washington, is a Grantee under the federal Workforce Innovation Opportunity Act. ESD is issuing a subaward (identified on page one) to the subrecipient to perform the functions and deliverables as set forth in the Notice of Award. This Agreement (also referred to as "Agreement") serves as the document establishing the subaward requirements.

The purpose of this agreement is to establish the terms and conditions under which the subrecipient will receive the subaward and perform the required duties in accordance with the performance requirements set forth in the Workforce Innovation and Opportunity Act (WIOA).

2. AUTHORIZATION

This agreement is authorized under 2 CFR §200.331 and WIOA Sec. 107.

TERMS AND CONDITIONS:

3. AGREEMENT TERM AND PERFORMANCE PERIODS

Regardless of the date of execution, the term of this agreement begins April 1, 2023, and ends on June 30, 2025.

Periods of Performance: The period of performance for use of Youth funds begins on April 1, 2023, through the term of this agreement. The period of performance for use of Adult and Dislocated Worker funds begins July 1, 2023, through the term of this Agreement.

4. SUBGRANT COMPLIANCE

All rights and obligations of the parties to this Agreement are subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Programs Adult/Dislocated Worker/Youth – PY2023/FY2024, incorporated herein by reference and available at the following link: <https://wpc.wa.gov/grants/WIOA>. Subrecipient's execution of this agreement establishes and confirms that Subrecipient has fully read, understands, and is able to comply with all terms, conditions, therein, and that no actions or omissions by the Subrecipient would constitute a breach of these terms for itself or for ESD.

5. SUBRECIPIENT ACTIVITIES

Funds awarded under this Agreement will be utilized by the Subrecipient to conduct the activities of a Local Workforce Development Board pursuant to WIOA section 107, including the functions of a local board per section 107(d).

Subrecipient will conduct required and allowable local activities, including program oversight activities for: the local Title I Youth program authorized under WIOA section 129(c); local employment and training activities provided by the local Title I Adult and Dislocated Worker programs authorized under WIOA section 134(b); and the one-stop delivery system in the local area.

This Agreement designates the Subrecipient as an entity designated by the State for the provision of Rapid Response Activities, pursuant to the definition in WIOA section 3(51). Subrecipient may use the Dislocated Worker subaward (ALN 17.278) to convene required local Rapid Response partners and provide Rapid Response services to businesses and impacted individuals, pursuant to 20 CFR 682.330 and 682.340.

6. **FUNDING AND COMPENSATION**

All funding under this agreement is subject to the availability of funds to the State. Subrecipient further understands and acknowledges that all funds reimbursable to the subrecipient under this Agreement will not be available at the start of the term of this Agreement. Funds will be released at different times during the term of this Agreement. The PY23/FY24 Notice of Fund Availability (NFA), incorporated by this reference and available online at <https://wpc.wa.gov/grants/WIOA>, will be published after the receipt of the Department of Labor Notice of Obligation by ESD.

The NFA establishes the maximum amount reimbursable to the subrecipient under the terms and conditions set forth in this Agreement. The NFA will specify what funds are available at the time the NFA is sent. Should the subrecipient incur costs prior to issuance of the NFA, it does so at its own risk.

Total Amount: The projected amount of compensation for completion of all services and requirements contained in this Sub-Award Agreement (including costs), is **\$1,946,360.00**.

Funding Allocation: The allocation of the compensation for this agreement is set out on the Budget Form, Exhibit A.

Monitoring: ESD will monitor Subrecipient's activities to ensure proper use of federal funds. All fund use must comply with the Workforce Innovation and Opportunity Act (WIOA).

7. **TRAVEL**

Pursuant to 2 CFR 200.475(a), Subrecipient must have policies and procedures in place related to travel costs; The subrecipient's written travel policies allow a Mileage Reimbursement Rates at the current IRS rate for a privately owned vehicle. Additional guidance can be found on the Washington Office of Financial Management webpage at [Travel | Office of Financial Management \(wa.gov\)](#).

No Foreign Travel: Pursuant to WIOA section 181 (e), no funds received to carry out an activity under WIOA title I subtitle B shall be used for foreign travel.

8. **FORMULA CASH DRAW BILLING PROCEDURE**

In order to receive reimbursement, Subrecipient must submit cash draw invoices for services performed under this Agreement on the Invoice Voucher Form (Form A19) accompanied by backup accounting documentation (Statement of Revenue and Expenditure by grant) in the form of a PDF, as well as the Expenditure Detail from the **Exhibit A - Budget**. Cash draws must be submitted by 10:00 AM, two (2) business days prior to the date of deposit. Invoices shall clearly indicate "Date Cash Needed", ESD grant numbers and contract numbers, and total (dollar) request by grant, including the itemization of all expenditures, goods, and/or services invoiced.

Cash Draws requests shall be submitted to: SASEFTQuarterly@esd.wa.gov.

All other correspondence should be sent to ESDGPFSDFundMGMT@ESD.WA.GOV
Subrecipient must comply with WIOA Title Policy #5245 regarding the closeout of this Agreement. This includes, but is not limited to, completing a formal closeout within sixty calendar days, or as otherwise instructed, after the end of this Agreement, or when the funding is fully utilized, whichever comes first.

9. **REPORTING**

The Subrecipient shall provide the ESD Contract Manager Quarterly Narrative status reports on all Agreement activities (Youth, Adult, Dislocated Worker, and Rapid Response program activities), as well as the related budgets, and expenditures. Reports shall be provided using a format agreed upon by the subrecipient and ESD.

Reports must include information on the progress of the delivery of the following:

- WIOA Title I services to individuals and businesses;
- Progress on local strategic initiatives.
- Significant developments and achievements.
- Implementation of best practices; and
- Requests for information, guidance, or technical assistance from ESD.

Program designees will work to individualize performance reporting formats.

Quarterly reports are due no later than thirty (30) days following the end of a quarter. Quarters end on March 31, June 30, September 30, and December 31.

Submission of Quarterly Reports

Quarterly reports must be submitted to the ESDGPFSDFundMGMT@ESD.WA.GOV inbox.

Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

10. **INSURANCE**

Subrecipient shall maintain in full force and effect, Commercial General Liability insurance covering the risks of bodily injury, property damage, and personal injury, and coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.

Subrecipient shall acquire insurance from a carrier or carriers licensed to conduct business in the State of Washington. Subrecipient's insurance must be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and must include a severability of interests (cross-liability) provision.

In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Agreement, Subrecipient must provide written notice of such to ESD within five business days of Subrecipient's receipt of such notice. Failure to acquire and

maintain insurance may, at ESD's sole option, result in Agreement termination.

Upon ESD's request, Subrecipient shall furnish to ESD copies of certificates of all required insurance within thirty (30) days.

11. TERMINATION AND SUSPENSION

Non-compliance

a. **Termination or Suspension for Cause:** In the event ESD determines the Subrecipient has failed to comply with the conditions of this Agreement in a timely manner, ESD has the right to suspend or terminate this Agreement. ESD may terminate immediately or, at its sole discretion, ESD may notify the Subrecipient in writing of the need to take corrective action and allow the Subrecipient time to cure its breach. Additionally, if ESD deems it necessary, it may immediately suspend this Agreement while it investigates the nature of a breach, and/or while it allows the Subrecipient to complete its cure process.

If ESD elects to utilize an immediate termination, it must be able to demonstrate how continuation of the Agreement may cause immediate harm to ESD, the State of Washington, or its residents, or that it causes an ongoing breach to ESD Grant Award.

b. **Termination for Convenience:** Either party, upon providing written notice to the other, may terminate or suspend this Agreement, in whole or in part for convenience. Parties shall continue to provide services under this Agreement until the actual termination or suspension date. Advance notice for the termination is minimally twenty-days for ESD to notify Subrecipient. Subrecipient has no prescribed pre-notice requirement, but must set forth the reasoning for the termination and must specify the actual date of termination. Payment will only be issued for services rendered or expenses incurred prior to the effective date of termination.

Administrative Terminations: Each of the below are available to ESD.

a. **Termination for Funding Reasons:** ESD may terminate or suspend this Agreement in the event that funding from federal, state, or other sources becomes no longer available to ESD or is no longer allocated for the purpose of meeting ESD's obligation hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions.

b. **Termination for Withdrawal of Authority:** In the event that ESD's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement, ESD may terminate this Agreement by seven (7) calendar days or other appropriate time period by written notice to Subrecipient. If the authority is withdrawn before ESD can provide a full seven-day notice, ESD will only be required to give the amount of notice available. No penalty shall accrue to ESD in the event this Section is exercised.

12. ACCESS AND MONITORING

Subrecipient understands, ESD has the right and obligation to review and provide oversight of the Subrecipient's compliance herein.

Audits

To the extent permitted by law, at any time during normal business hours and as often as ESD deems necessary, ESD, the Office of the State Auditor, U.S. Department of Labor (DOL), the Comptroller General of the United States, or any of their duly authorized representatives, and any other persons duly authorized by ESD, has the right to audit and/or review Subrecipient's records related to this Agreement. Subrecipient shall make its records available for review, inspection, or audit upon request. The duly authorized

organizations further shall have the authority to make excerpts or transcripts from records including all Agreements, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement. Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that secondary subrecipients, also maintain records that are auditable. Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its secondary subrecipients.

Subrecipient and its secondary subrecipients shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200.

If the Subrecipient expends \$750,000 or more of federal award money during the Subrecipient's fiscal year, Subrecipient must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

Records Storage

Subrecipient shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Agreement or under applicable laws, regulations, or policies. Subrecipient shall also require that secondary Subrecipients maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

13. AMENDMENTS

The parties are allowed to amend this Agreement to the extent that such amendments maintain compliance with all WIOA and NOF terms and conditions.

Amendments are binding only when made in writing and mutually signed by an authorized signatory. Under no circumstances does ESD's acting contract manager have the authorization to sign an amendment.

14. COMPLIANCE WITH APPLICABLE LAW

Subrecipient must comply with all applicable federal, state, and local laws and regulations, including but not limited to, any specific laws, codes, or acts noted in attachments C and D.

Noncompliance may be deemed as material grounds for default and termination without showing a direct effect on the work being performed under this Agreement.

Subrecipient is expressly responsible for making sure that it is properly licensed with all state or federal agencies and is fully able to maintain employees and conduct the required business within the State of Washington.

15. CONSULTANTS

For the purposes of this subaward, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for WIOA Program (Adult/DW/Youth), without prior approval from the ESD Grant Manager.

16. CONTRACT MANAGEMENT

Each respective Contract manager listed on page one is the designated person for the general management of this Agreement, to include receiving all communications and notices related

to the Agreement. All correspondence and notices from either party will be deemed as being properly sent to the other party if made by emailing said written communication to the other party's identified contract manager.

Each party is required to notify the other manager in writing within three business days of any changes to that party's contract manager's information. Contract Managers may be changed through administrative notice to the other party, and do not require a full amendment.

PROGRAM	ESD	SUBRECIPIENT
Youth	Nicole Hanson Workforce Initiatives Manager Nicole.Hanson@esd.wa.gov PO Box 9046, MS 46000 Olympia, WA 98507-9046 360-277-8240	Alissa Durkin Program Supervisor adurkin@kitsap.gov 360-689-4624
Adult	Ross Gearllach Workforce Initiatives Manager Ross.Gearllach@esd.wa.gov PO Box 9046, MS 46000 Olympia, WA 98507-9046 360-480-9561	Alissa Durkin Program Supervisor adurkin@kitsap.gov 360-689-4624
Dislocated Worker	Julie Baxter Workforce Initiatives Manager Julie.Baxter@esd.wa.gov PO Box 9046, MS 46000 Olympia, WA 98507-9046 360-890-5941	Alissa Durkin Program Supervisor adurkin@kitsap.gov 360-689-4624
Rapid Response	Donna Mack Rapid Response Manager Donna.Mack@esd.wa.gov ESDGPWorkforceInitiatives@esd.wa.gov PO Box 9046, MS 46000 Olympia, WA 98507-9046 360-628-2536	Alissa Durkin Program Supervisor adurkin@kitsap.gov 360-689-4624

17. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises and cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by Agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, or a Dispute Resolution Board. Either of the parties may also request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

18. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one Agreement; and that electronic signature, or e-signature, of this Agreement shall be deemed as having the same effect as

execution of an original ink signature; and that E-mail, photocopy, or facsimile delivery of a signed copy of this Agreement shall be deemed as the same as delivery of an original.

19. GOVERNANCE

This Agreement shall be construed and interpreted in accordance with the laws of the Workforce Innovation and Opportunity Act, and further under the laws of the State of Washington. Venue for any legal dispute hereunder will be in the Superior Court for Thurston County.

In the event of an inconsistency in this Agreement, unless otherwise provided, the inconsistency is resolved by giving precedence in the following order:

- A. The Workforce Innovation and Opportunity Act (Pub. L. 113-128), other applicable Federal statutes, and implementing regulations.
- B. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900;
- C. USDOL-ETA Directives.
- D. Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Programs Adult/Dislocated Worker/Youth -- PY2023/FY2024
- E. Workforce system policies and guidance promulgated by ESD.
- F. WIOA Funding General Terms and Conditions contained in Exhibit B
- G. Terms and Conditions as contained in the body of this Agreement.
- H. The Budget & Performance Planning Form attached hereto as Exhibit A.
- I. Any other provisions of this Agreement whether incorporated by reference or otherwise.

20. INDEMNIFICATION

To the extent permitted by law, ESD shall hold harmless the Subrecipient from all claims, costs, damages, or expenses arising from this Agreement and based upon the negligence or non-compliance of the Department and its officers, employees, and agents.

To the extent permitted by law, the Subrecipient shall indemnify and hold harmless the Department from all claims, costs, damages, or expenses arising from this Agreement and based upon the negligence or non-compliance of the Subrecipient and its officers, employees, agents, and secondary Subrecipients.

21. INDEPENDENT CAPACITY

The parties maintain an independent Subrecipient relationship under this Agreement. The Subrecipient and its employees or agents performing under this Agreement are not employees or agents of ESD. The Subrecipient may not hold itself out as, nor claim to be, an officer or employee of ESD or the State of Washington by reason of this Agreement, nor may the Subrecipient make any claim of right, privilege or benefit which would accrue to an employee of the State of Washington by reason of this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement is held invalid, the remainder of the Agreement remains valid and in full force and effect.

23. SURVIVORSHIP

Notwithstanding the expiration of the initial term of this Agreement, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement

shall so survive. This shall minimally include, without limitation, all matters concerning the permissible use and safeguarding of confidential information and matters pertaining to record preservation and subsequent disposition.

24. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

It is contemplated by the parties that the Subrecipient will not access or receive any private or confidential information from ESD. Subrecipient serving as a program Subrecipient, may not hold itself out as a private entity that can maintain confidential information from outside sources and not disclose the same to ESD, a public state agency. If Subrecipient receives any confidential or proprietary information from outside sources, it must disclose the nature of such information to ESD.

If Subrecipient ever receives confidential or proprietary information from ESD, it shall maintain such information in confidence, shall not disclose the same to any other person or entity, and shall only use that information for lawful purposes related to carrying out the required performances of this Agreement. Any other use or disclosure of such information is excluded and may be grounds for immediate termination of this Agreement.

If additional disclosure Agreements are necessary at that time, Subrecipient will execute the same as directed by ESD.

25. WAIVER

Any omission by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercising of such rights and does not constitute a waiver of any rights. A waiver of rights must be stated in a writing signed by an authorized representative with signature authority on behalf of the party.

Exhibit A

BUDGET & PERFORMANCE PLANNING FORM

WIOA TITLE IB FORMULA

EXHIBIT A: BUDGET & PERFORMANCE PLANNING FORM

BUDGET PLANNING: ADMINISTRATIVE COST POOL & YOUTH

Table 1 of 5

LWDB: Kitsap County DBA: Olympic Workforce Development Council

Contract No. XXXXXXXXXX
Amendment No. _____

ADMINISTRATIVE COST POOL (ACP)									
PY23/FY24 Period of Performance: April 1, 2023 through June 30, 2025			PY23/FY24 Total: \$ 194,635				PY23/FY24 Project Code:		
PLANNED EXPENDITURES									
	2023 Apr - Jun	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun	2024 Jul - Sep	2024 Oct - Dec	2025 Jan - Mar	2025 Apr - Jun
Quarterly Expenditures	\$ 15,000	\$ 20,000	\$ 22,805	\$ 22,805	\$ 22,805	\$ 22,805	\$ 22,805	\$ 22,805	\$ 22,805
Cumulative Expenditures	\$ 15,000	\$ 35,000	\$ 57,805	\$ 80,610	\$ 103,415	\$ 126,220	\$ 149,025	\$ 171,830	\$ 194,635
COST POOL CONTRIBUTIONS									
	PY23			FY24					
	Amounts	Periods of Performance		Amounts	Periods of Performance				
Youth	\$ 65,430	April 1, 2023 - June 30, 2025							
Adult	\$ 12,805	July 1, 2023 - June 30, 2025		\$ 52,302	October 1, 2023 - June 30, 2025				
Dislocated Worker	\$ 13,823	July 1, 2023 - June 30, 2025		\$ 50,275	October 1, 2023 - June 30, 2025				
Subtotal	\$ 92,058			\$ 102,577					
TOTAL PY23/FY24 ADMINISTRATIVE COST POOL GRANT AMOUNT:								\$ 194,635	
YOUTH									
PY23 Period of Performance: April 1, 2023 through June 30, 2025			PY23 Total: \$ 588,874				PY23 Project Code:		
PLANNED EXPENDITURES									
	2023 Apr - Jun	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun	2024 Jul - Sep	2024 Oct - Dec	2025 Jan - Mar	2025 Apr - Jun
Quarterly Expenditures	\$ 21,000	\$ 70,984	\$ 70,984	\$ 70,984	\$ 70,984	\$ 70,984	\$ 70,984	\$ 70,984	\$ 70,985
Cumulative Expenditures	\$ 21,000	\$ 91,984	\$ 162,969	\$ 233,953	\$ 304,937	\$ 375,921	\$ 446,905	\$ 517,889	\$ 588,874
TOTAL PY23 YOUTH PROGRAM GRANT AMOUNT:								\$ 588,874	

NOTES & DATA VALIDATION

1. ACP expenditures for the quarter ending 6/30/2023 (cells D17 and D18) cannot exceed the WIOA Youth contribution to ACP (cell C23).
2. ACP expenditures for the quarter ending 9/30/2023 (cells E17 and E18) cannot exceed the subtotal of all PY23 ACP contributions (cell C26).

Data Validation Check:
Data Validation Check:

WIOA TITLE IB FORMULA

EXHIBIT A: BUDGET & PERFORMANCE PLANNING FORM

BUDGET PLANNING: ADULT & DISLOCATED WORKER

Table 2 of 5

LWDB: Kitsap County DBA: Olympic Workforce Development Council

Contract No. [REDACTED]
Amendment No. 0

ADULT									
PY2023 period of Performance: July 1, 2023 through June 30, 2025					PY23 Total: \$ 115,246		PY23/FY24 Project Code: [REDACTED]		
FY24 Period of Performance: October 1, 2023 through June 30, 2025					FY24 Total: \$ 470,726				
PLANNED EXPENDITURES									
	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun	2024 Jul - Sep	2024 Oct - Dec	2025 Jan - Mar	2025 Apr - Jun	
Quarterly Expenditures	\$ 10,000	\$ 15,000	\$ 93,495	\$ 93,495	\$ 93,495	\$ 93,495	\$ 93,495	\$ 93,497	
Cumulative Expenditures	\$ 10,000	\$ 25,000	\$ 118,495	\$ 211,990	\$ 305,485	\$ 398,980	\$ 492,475	\$ 585,972	
TRANSFER AMENDMENT SUMMARY									
							PY23/FY24 Program Allocation:	\$	585,972
Amendment Number:	Transfer Type:				Increase/Decrease Amount:		\$	-	
							TOTAL PY23/FY24 ADULT PROGRAM GRANT AMOUNT:	\$	585,972
DISLOCATED WORKER									
PY23 Period of Performance: July 1, 2023 through June 30, 2025					PY23 Total: \$ 124,407		PY23/FY24 Project Code: [REDACTED]		
FY24 Period of Performance: October 1, 2023 through June 30, 2025					FY24 Total: \$ 452,472				
PLANNED EXPENDITURES									
	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun	2024 Jul - Sep	2024 Oct - Dec	2025 Jan - Mar	2025 Apr - Jun	
Quarterly Expenditures	\$ 10,000	\$ 80,980	\$ 80,980	\$ 80,980	\$ 80,984	\$ 80,985	\$ 80,985	\$ 80,985	
Cumulative Expenditures	\$ 10,000	\$ 90,980	\$ 171,960	\$ 252,940	\$ 333,924	\$ 414,909	\$ 495,894	\$ 576,879	
TRANSFER AMENDMENT SUMMARY									
							PY23/FY24 Program Allocation:	\$	576,879
Amendment Number:	Transfer Type:				Increase/Decrease Amount:		\$	-	
							TOTAL PY23/FY24 DISLOCATED WORKER PROGRAM GRANT AMOUNT:	\$	576,879

NOTES & DATA VALIDATION

- Adult expenditures for the quarter ending 9/30/2023 (cell E18) cannot exceed the PY23 Adult allocation (cell G12).
- Dislocated Worker expenditures for the quarter ending 9/30/2023 (cell E40) cannot exceed the PY23 Dislocated Worker allocation (cell G34).

Data Validation Check:
Data Validation Check:

WIOA TITLE IB FORMULA

EXHIBIT A: BUDGET & PERFORMANCE PLANNING FORM

PERFORMANCE PLANNING: YOUTH, ADULT, & DISLOCATED WORKER

Table 3 of 5

LWDB: Kitsap County DBA: Olympic Workforce Development Council

Contract No. [REDACTED]
Amendment No. 0

YOUTH						
PY23 Period of Performance: July 1, 2023 through June 30, 2025						
	Performance Indicator	Carry-In	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun
BY QUARTER	Enrollments	109	0	0	0	0
	Exits to Employment Two Quarters after Exit		6	6	6	1
	Exits to Post-Secondary Education Two Quarters after Exit		1	1	1	1
CUMULATIVE	Enrollments	109	109	109	109	109
	Exits to Employment Two Quarters after Exit		6	12	18	19
	Exits to Post-Secondary Education Two Quarters after Exit		1	2	3	4
ADULT						
PY23 Period of Performance: July 1, 2023 through June 30, 2025						
	Performance Indicator	Carry-In	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun
BY QUARTER	Enrollments: Basic Services	95	18	28	27	17
	Enrollments: Individualized Services	95	18	28	27	17
	Enrollments: Training Services	41	13	15	20	14
	Exits to Employment Two Quarters after Exit: All Services		24	22	26	22
CUMULATIVE	Enrollments: Basic Services	95	113	141	168	185
	Enrollments: Individualized Services	95	113	141	168	185
	Enrollments: Training Services	41	54	69	89	103
	Exits to Employment Two Quarters after Exit: All Services		24	46	72	94
DISLOCATED WORKER						
PY23 Period of Performance: July 1, 2023 through June 30, 2025						
	Performance Indicator	Carry-In	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun
BY QUARTER	Enrollments: Basic Services	17	10	20	19	16
	Enrollments: Individualized Services	17	10	20	19	16
	Enrollments: Training Services	4	8	13	13	14
	Exits to Employment Two Quarters after Exit		13	17	16	12
CUMULATIVE	Enrollments: Basic Services	17	27	47	66	82
	Enrollments: Individualized Services	17	27	47	66	82
	Enrollments: Training Services	4	12	25	38	52
	Exits to Employment Two Quarters after Exit		13	30	46	58

INSTRUCTIONS

For planning purposes, participant outcomes and costs per participant should be comparable to the previous program year.

Enter all participants funded by this PY23/FY24 grant.

Enter exits to employment (or exits to post-secondary education) based on the exit quarter, not the employment quarter (or post-secondary enrollment quarter).

Provide methodology for determining and differentiating Basic, Individualized, and Training services in the Notes section below

NOTES

Methodology:

Olympics one-stop system provides all participants with basic services. Individualized involve additional staff time and customization to client need and may include specialized assessments, developing an individual employment plan, counseling and resume assistance.

WIOA TITLE IB FORMULA

EXHIBIT A: BUDGET & PERFORMANCE PLANNING FORM

PERFORMANCE PLANNING: ADULT & DISLOCATED WORKER ENTREPRENEURIAL TRAINING

Table 4 of 5

LWDB: Kitsap County DBA: Olympic Workforce Development Council

Contract No. [REDACTED]
Amendment No. 0

ADULT						
PY23/FY24 Period of Performance: July 1, 2023 through June 30, 2025						
	Performance Indicator	Carry-In	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun
BY QUARTER	Expenditures: Total		\$ 10,000	\$ 15,000	\$ 93,495	\$ 93,495
	Expenditures: Entrepreneurial Training Services		\$ -	\$ 500	\$ 500	\$ 500
	Enrollments: Training Services	41	13	15	20	14
	Enrollments: Entrepreneurial Training Services		0	1	1	1
CUMULATIVE	Expenditures: Total		\$ 10,000	\$ 25,000	\$ 118,495	\$ 211,990
	Expenditures: Entrepreneurial Training Services		\$ -	\$ 500	\$ 1,000	\$ 1,500
	Enrollments: Training Services	41	54	69	89	103
	Enrollments: Entrepreneurial Training Services	0	0	1	2	3
DISLOCATED WORKER						
PY23/FY24 Period of Performance: July 1, 2023 through June 30, 2025						
	Performance Indicator	Carry-In	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun
BY QUARTER	Expenditures: Total		\$ 10,000	\$ 80,980	\$ 80,980	\$ 80,980
	Expenditures: Entrepreneurial Training Services		\$ -	\$ 500	\$ 1,000	\$ -
	Enrollments: Training Services	4	8	13	13	14
	Enrollments: Entrepreneurial Training Services		0	1	2	0
CUMULATIVE	Expenditures: Total		\$ 10,000	\$ 90,980	\$ 171,960	\$ 252,940
	Expenditures: Entrepreneurial Training Services		\$ -	\$ 500	\$ 1,500	\$ 1,500
	Enrollments: Training Services	4	12	25	38	52
	Enrollments: Entrepreneurial Training Services	0	0	1	3	3

INSTRUCTIONS

RCW 50.62.030 requires that individuals who are eligible for services under the federal workforce innovation and opportunity act, P.L. 113-128 or its successor, must be provided the opportunity to enroll in self-employment assistance or entrepreneurial training programs to prepare them for self-employment on the same basis as they are provided the opportunity to enroll in other training programs funded under the federal workforce innovation and opportunity act.

For planning purposes, entrepreneurial training service enrollments must be determined using one of the three methodologies outlined in Policy 5608. Projected enrollments and expenditures should be comparable to and consistent with previous program years on a cost-per basis.

Total expenditures and training service enrollments appear automatically, per the expenditure and participant projections established on pages two and three, respectively.

To establish entrepreneurial training targets, enter projected expenditures and enrollments in the cells provided in the "By Quarter" section. Cumulative totals will auto-calculate.

Please refer to WIN 0042 Change 9 for more information about Self-Employer Training (SET) targets.

[Link to Policy 5608 \(see Section 3.c.ii.\)](#)

NOTES

WIOA TITLE IB FORMULA

SUMMARY: PY23/FY24 WIOA FORMULA FUNDING & AMENDMENTS

EXHIBIT A: BUDGET & PERFORMANCE PLANNING FORM

LWDB: Kitsap County DBA: Olympic Workforce Development Council

Contract No. XXXXXXXXXX
 Amendment No. 0

Table 5 of 5

SUMMARY OF SUBAWARD AMOUNTS BY FUND & AMENDMENTS

PY23/FY24 Periods of Performance: April 1, 2023 through June 30, 2025

AMENDMENT	PURPOSE	ACP					YOUTH PY23	ADULT		DISLOCATED WORKER		TOTAL
		PY23 Youth	PY23 Adult	PY23 DW	FY24 Adult	FY24 DW		PY23	FY24	PY23	FY24	
-	PY23/FY24 Subawards											\$ 1,946,360
												\$ -
												\$ -
CURRENT TOTALS BY FUND		\$ 65,430	\$ 12,805	\$ 13,823	\$ 52,302	\$ 50,275	\$ 588,874	\$ 115,246	\$ 470,726	\$ 124,407	\$ 452,472	\$ 1,946,360

Exhibit B
WIOA SUPPLEMENTAL TERMS AND CONDITIONS
for
SUBGRANT AGREEMENTS
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. ASSURANCES AGAINST DISCRIMINATION

Subrecipient shall comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance for the duration of Agreement:

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin.
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient further assures that it will comply with 29 CFR §38 and all other regulations implementing the laws listed above.

The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

2. CONFLICT OF INTEREST

Subrecipient shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. Subrecipient's actions under this Agreement will be undertaken in an impartial manner, free from personal, financial, or political gain. Subrecipient, its executive staff and employees, in fulfilling this Agreement, 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.
- d. Future employing organization.

A Subrecipient cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on boards, committees, councils, or

commissions does not by itself violate these conflict of interest provisions. Program Subrecipient must abide by WIOA Title I Policy 5405.

3. FUNDING

Funding Provided Funding made available through this agreement is limited to the funding expressly provided by this Agreement. Subrecipient will use the funding provided in this Agreement only on allowable costs. ESD will honor all allowable costs submitted within the funding period if funding is available.

Profit: Any profit generated by funds made available under this Agreement must be used or returned to ESD in accordance with WIOA Title I Policy #5220.

Indirect Cost Rate: Subrecipient shall not spend funding obtained either through this Agreement or any other WIOA Grant or Agreement on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

Repayment of Disallowed Costs: Subrecipient may be required to repay ESD for any costs that are determined by ESD to be a disallowable cost. This includes any costs for which non-WIOA funds have been received or will be received as payment for the same.

Alternative Funding: Subrecipient must notify ESD if it receives funding from other sources that correlates to the funding provided herein. Subrecipient must coordinate activities to avoid any duplication of funding.

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by ESD. ESD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright Laws, Subrecipient hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to ESD effective from the moment of creation of such Materials. This includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Agreement, but that incorporate preexisting Materials not produced under this Agreement, Subrecipient hereby grants to ESD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to ESD.

In cases where such Materials have been purchased with federal funds, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

5. DEBARMENT AND SUSPENSION

Subrecipient's execution of this agreement verifies that Subrecipient has not been debarred or suspended from participation in Federal Assistance Programs under Executive Order 12549 "Debarment and Suspension" codified at 29 CFR part 98.

Subrecipient has an ongoing affirmative duty to report to ESD if it ever falls out of compliance with Executive Order 12549 "Debarment and Suspension" codified at 29 CFR part 98

Subrecipient may not subcontract with any entities that violate this provision.

6. CONFERENCES AND MEETINGS

Approval

Conferences sponsored in whole or in part by the Subrecipient using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipient must use discretion and judgment to ensure that all conference costs charged under this Agreement are allowable and 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.

Executive Branch Meetings

The Subrecipient must not use any funds from this Agreement 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 Agreement. No funds from this Agreement 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)).

7. SUBRECIPIENT STAFFING AND WORKPLACE

a. Drug-Free Workplace

Subrecipient and any Subrecipients 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 grant recipients and sub-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.

b. Subrecipient Salary and Bonus Limitations

No funds received under this Agreement 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 Level II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

c. Taxes

Subrecipient shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Subrecipient staff.

d. Motor Vehicle Safety Policies

Subrecipient is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

e. Wages and Hours

Any wages paid by Subrecipient using funds from this Agreement must be reasonable, necessary, and allocable for performance of this Agreement, 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 Agreement may be used to pay the wages of incumbent employees during their participation in economic development activities provided through statewide workforce delivery system.

f. **Health Benefits Coverage**

The Subrecipient shall ensure that the use of funds obtained through this Agreement 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.

8. INTERNAL CONTROLS

Subrecipient must develop and maintain an internal control structure and written policies that are in compliance with the “standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that ESD or the Subrecipient or sub-recipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Subrecipient is:

- a. Managing funds under this Agreement in compliance with federal statutes, regulations, and the terms of this Agreement.
- b. Complying with federal statutes, regulations, and the terms and conditions of the federal award.
- c. Evaluating and monitoring sub-recipients’ compliance with applicable laws and terms of this Agreement.
- d. Taking prompt action when instances of noncompliance are identified.

9. LOBBYING

a. **Restrictions on Lobbying**

Subrecipient shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Subrecipient shall also make available upon request required disclosure information if the Subrecipient participates in lobbying activities during the grant period.

b. **Certification**

Subrecipient shall execute Exhibit D, to certify that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

c. **Publicity**

No funds provided under this Agreement 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.

10. FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT

ESD is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) for purposes of this agreement. Subrecipient shall comply with all requirements of the FFATA, and shall provide ESD with all requested information, and the execution of all necessary documents, for compliance with this Act.

11. WHISTLEBLOWER PROTECTION

Subrecipient understands and shall inform its employees and applicable contractors and subrecipients, in writing of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

12. NONDISCRIMINATION

Notwithstanding any other restrictions on discrimination contained in this Agreement, and in addition thereto, Subrecipient shall comply with 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.

Subrecipient must not discriminate in any of the following areas:

- a. Providing opportunities in, or treating any person with regard to, such a program or activity.
- b. Making employment decisions in the administration of, or in connection with, such a program or activity.

Subrecipient also ensures that it will comply with 29 CFR Part 38; including the Nondiscrimination Plan developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

Discrimination No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

Notification Subrecipient shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the recipient's website; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's electronic and paper files. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

Subrecipient shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I financially assisted programs or activities or the requirements for participation by recipients and participants.

Subrecipient is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.”

Where such materials indicate that the recipient may be reached by voice telephone, the materials must also prominently provide the relay number: Washington Relay Service 711.

Reporting Subrecipient shall promptly notify the State-Level EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The State-Level EO Officer will notify the Commissioner of Employment Security Department (ESD) and the Civil Rights Center (CRC).

13. PURCHASING AND CONTRACTING REQUIREMENTS

Buy American Act Purchases made under this Agreement using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8305 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 Agreement or subcontract with funds made available under this Agreement.

Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative contract 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.

Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative contract 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 contracts with the authority responsible for collecting the tax liability.

Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under this Agreement 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.

Oversight

Subrecipient must maintain oversight over all contracts. This includes, but is not limited to, monitoring Subrecipient and any subcontractor performance regarding contract terms, conditions, and specifications.

Equipment and Supplies

Acquisition Subrecipient must receive prior approval from ESD 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 Agreement. 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 Agreement does not give approval for equipment

specified in an awardee's Budget or Statement of Work unless specifically approved.

Equipment Management

All equipment purchased with funds obtained through this Agreement 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.
- Disposal of equipment in accordance with federal and state law.

Supplies

Title to Supplies acquired with funding provided under this Agreement shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding \$5000 in value at the time of completion of this Agreement must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

14. VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Subrecipient to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a recipient of grant moneys 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 grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Subrecipient must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

15. VIOLATION OF PRIVACY ACT

No funds made available under this Agreement may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

16. USE OF STATE RESOURCES

Subrecipient and any Subrecipients shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

17. WIOA FISCAL LEAD RESPONSIBILITIES

A **Subrecipient** will be the Fiscal Lead (FL) and will have primary responsibility for the management of federal Workforce Innovation and Opportunity Act (WIOA) funds. The WIOA FL is responsible for full compliance with WIOA law and USDOL implementing regulations as well as the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the Uniform Guidance) at 2 CFR 200. The FL is responsible to ensure all expenditures and activities comply with terms and conditions of

the Agreement as well as any applicable State laws and policies. The FL must plan and manage the project with diligence, meet or exceed all performance objectives, and expend funds according to monthly or quarterly targets. The FL will be required to repay to ESD, from the FL's own non-federal funds, any costs determined by a federal or state monitor or auditor to be disallowed.

Specifically, the FL is responsible for the following:

- a. Charging to the Agreement only expenses that are **allowable, allocable, necessary, and reasonable** (per 2 CFR 200) to WIOA and the Agreement's Statement of Work.
- b. Preventing over-expenditure and promptly identifying alternate funds in the event of excess expenditures.
- c. Ensuring that goods and services are received during the Period of Performance.
- d. Certifying that expenditures made for personnel are in **direct proportion to the time and effort expended** on WIOA and Statement of Work activities.
- e. Complying with performance reporting requirements (it is not uncommon for ESD to withhold payment until required reports are received).
- f. Obtaining prior written approval from ESD for changes to the Agreement budget or planned expenditures.
- g. Reviewing and reconciling expenditures and transactions with the Agreement budget on at least a monthly basis.
- h. For Subrecipients charging indirect costs to the Agreement, complying with Uniform Guidance indirect cost definitions and requirements which will include applying either an indirect cost rate approved by the Subrecipient's cognizant agency, a de minimis indirect rate (10%) established with ESD via the Agreement budget, or negotiated Cost Allocation Plan with ESD.
- i. Ensuring the FL's financial management system of record and control environment provides for the:
 - I. Identification, in its accounts, of each and all federal funds received and expended by program and cost objective.
 - II. Accurate, current, and complete disclosure of the financial results of each and all federal awards or programs in accordance with the requirements set forth in 2 CFR 200.328 Financial reporting and 200.329 Monitoring and reporting program performance.
 - III. Identification and source documentation of the each and all federal fund source(s), authorizations, obligations, unobligated balances, assets, expenditures, income, and interest.
 - IV. Effective internal control(s) over, and accountability for, all funds, property, and other assets including, but not limited to, the safeguarding of all assets and assure that they are used solely for authorized purposes (per 2 CFR 200.303).
 - V. Comparisons of expenditures with budget amounts for each and all federal awards.
 - VI. Written procedures to implement the requirements of 2 CFR 200.305.
 - VII. Written procedures for determining the allowability of costs in accordance with 2 CFR 200 Subpart E - Cost Principles of this part and the terms and conditions of the Federal award.

ESD is committed to the success of each **Subrecipient**. Subrecipient(s) may request Technical Assistance (TA) from ESD regarding FL responsibilities, WIOA law and regulation, the Uniform Guidance, the terms and conditions of the Agreement, or other related topics. ESD will take reasonable, timely, and necessary steps to provide, or arrange for the provision of, requested TA.

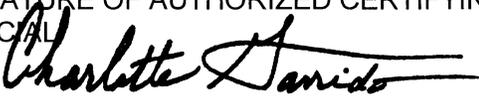
Exhibit C1 CERTIFICATION REGARDING LOBBYING

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (i.e., the Subrecipient signatory) certifies, to the best of 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.

Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made, 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.

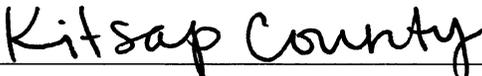
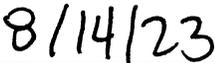
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chair
APPLICANT ORGANIZATION Kitsap County	DATE SUBMITTED 8/14/23

**EXHIBIT C2:
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.

- 1.
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 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

CERTIFICATE OF LIABILITY INSURANCE

Issue Date 1/21/2020

ISSUED BY:

State of Washington
 Department of Enterprise Services
 Office of Risk Management
 PO Box 41466
 Olympia, WA 98504-1466

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

COVERAGE AFFORDED BY

State of Washington Self Insurance Liability Program

INSURED:

State of Washington
 Employment Security Department
 ATTN: Carole Mathews
 212 Maple Park Avenue SE
 Olympia, WA 98503

THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

COVERAGES

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE	Self-Insured	Continuous	Continuous	BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	L & I	Continuous	Continuous	WC – STATUTORY
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

CERTIFICATE HOLDER:**CANCELLATION****EVIDENCE OF INSURANCE**

SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

CERTIFICATE NUMBER CRT 2020-00465



Jason Siems, State Risk Manager