


Agenda Sheet for City Council:
Committee: Urban Experience **Date:** 06/10/2024

Committee Agenda type: Consent

Date Rec'd

6/11/2024

Clerk's File #

OPR 2013-0448

Cross Ref #
Project #
Council Meeting Date: 06/24/2024

Submitting Dept

COMMUNITY AND ECONOMIC

Bid #
Contact Name/Phone

STEVE X6835

Requisition #
Contact E-Mail

SMACDONALD@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

0750 - SWC ILA AMENDMENT – COUNTY 23-0891

Agenda Wording

In the matter of executing an amended and restated Interlocal Consortium Agreement under the Workforce Innovation and Opportunity Act of 2014 between Spokane County and the City of Spokane.

Summary (Background)

In the matter of executing an amended and restated Interlocal Consortium Agreement under the Workforce Innovation and Opportunity Act of 2014 between Spokane County and the City of Spokane. The 2014 Workforce Innovation & Opportunity Act (WIOA) provides Workforce Investment Act resources to local entities to improve the quality of their workforce, reduce welfare dependency, and enhance productivity.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative
Amount

Neutral

\$

Select

\$

Select

\$

Select

\$

Select

\$

Select

\$

Budget Account

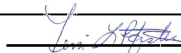
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Approved by Spokane City Council
on: 6/24/2024

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City Clerk



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

WIOA required the City of Spokane and Spokane County to enter into an ILA setting forth their respective responsibilities. The City and County executed an ILA in 2013 identified as the "Consortium". Recently, as a result of an audit, the City and County were advised that they needed to modify the Consortium ILA in certain matters including: 1. changing reference from WIA to WIOA, 2. changing reference to various legal citations from the WIA citations to WIOA citations, and 3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO. This item modifies the 2013 Council ILA consistent with the above 3 items. The Executive Director of the WIOA Council is in agreement with the modifications. City of Spokane's legal council has reviewed and legally approved.

Approvals

Dept Head

MACDONALD, STEVEN

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Mark Mattke <mmattke@spokaneworkforce.org>

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sbishop@spokanecity.org

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jemacio@spokanecounty.org

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Committee Agenda Sheet

Urban Experience Committee

Committee Date	June 10, 2024
Submitting Department	Community & Economic Development
Contact Name	Steve MacDonald
Contact Email & Phone	smacdonald@spokanecity.org / x6835
Council Sponsor(s)	<u>CMS Zappone, Bingle, & Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Spokane Workforce Consortium ILA AMENDMENT – COUNTY 23-0891
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In the matter of executing an amended and restated Interlocal Consortium Agreement under the Workforce Innovation and Opportunity Act of 2014 between Spokane County and the City of Spokane.</p> <p>The 2014 Workforce Innovation & Opportunity Act (WIOA) provides Workforce Investment Act resources to local entities to improve the quality of their workforce, reduce welfare dependency, and enhance productivity. WIOA required the City of Spokane and Spokane County to enter into an ILA setting forth their respective responsibilities. The City and County executed an ILA in 2013 identified as the "Consortium". Recently, as a result of an audit, the City and County were advised that they needed to modify the Consortium ILA in certain matters including:</p> <ol style="list-style-type: none"> 1. changing reference from WIA to WIOA, 2. changing reference to various legal citations from the WIA citations to WIOA citations, and 3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO. <p>This item modifies the 2013 Council ILA consistent with the above 3 items. The Executive Director of the WOIA Council is in agreement with the modifications.</p> <p>The City of Spokane's legal council has reviewed and legally approved the modifications.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p>	

<p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<p>Operations Impacts (If N/A, please give a brief description as to why)</p>
<p>What impacts would the proposal have on historically excluded communities? <u>N/A</u></p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A</p>

NO. **23 - 0891**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
AMENDED AND RESTATED INTERLOCAL)
CONSORTIUM AGREEMENT UNDER THE)
WORKFORCE INNOVATION AND)
OPPORTUNITY ACT OF 2014 BETWEEN)
SPOKANE COUNTY AND THE CITY OF)
SPOKANE)

RESOLUTION

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing (“County”); and

WHEREAS, pursuant to the provisions of RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, since June 13, 2000, the County of Spokane and the City of Spokane (“Parties”) have cooperated and worked together on workforce development. Through previous interlocal agreements, the Parties have established a Consortium called Spokane City-County Employment and Training Consortium. The geographic area of Spokane County has been designated by the Governor of the State of Washington as one of the State’s workforce development areas mandated by the Workforce Investment Act of 1998 (“WIA”) and subsequently the Workforce Innovation and Opportunity Act of 2014 (“WIOA”). The Parties collaborated on formation of the Spokane Area Workforce Development Council, which has been certified by the Governor of the State of Washington pursuant to the WIA and WIOA as the workforce development board for the Spokane area; and

WHEREAS, the Parties continue to share the goal of improving the quality of the workforce, reducing the dependency on welfare and enhancing the productivity and competitiveness of the region and the nation by increasing the employment, retention and earnings and occupational skills attainment by participants in workforce development programs within the Consortium region; and

WHEREAS, the Parties previously terminated a June 13, 2000 Interlocal Agreement and the Spokane City-County Employment and Training Consortium set forth therein and executed a new document under Spokane County Resolution No. 13-0573 and City of Spokane Clerk’s File # OPR 2013-0448 entitled “INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT OF 1998 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE, Washington” (“2013 ILA”) wherein they formed a new Spokane City-County Employment and Training Consortium to act as the local grant sub-recipient and fiscal agent for Workforce Investment Act funds. The Parties now desire to amend and restate the 2013 ILA to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
 - (ii) eliminating the requirement for a Youth Council in that it is not required under WIOA,
- and

- (iii) agreeing that the Consortium acknowledges that there is no conflict of interest between SAWDC acting on behalf of the Board of the SAWDC and serving as fiscal agent

and in so doing execute a new document entitled "AMENDED AND RESTATED INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE", WASHINGTON" ("Agreement"). This Agreement will supersede and replace the 2013 ILA.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), chapter 39.34 RCW, and Workforce Innovation and Opportunity Act of 2014, P. L. 113-128, 29 U.S.C. § 3101 et seq., that the Board, the Chair of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "AMENDED AND RESTATED INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE, WASHINGTON" wherein the County of Spokane and City of Spokane will amend and restate that document executed under Spokane County Resolution No. 13-0573 and City of Spokane Clerk's File # OPR 2013-0448 entitled "INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT OF 1998 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE, Washington ("2013 ILA") to amend and restate the 2013 ILA to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
- (ii) eliminating the requirement for a Youth Council in that it is not required under WIOA, and
- (iii) agreeing that the Consortium acknowledges that there is no conflict of interest between SAWDC acting on behalf of the Board of the SAWDC and serving as fiscal agent.

PASSED AND ADOPTED this 12th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Gianna Vasquez
Gianna Vasquez
Clerk of the Board

Mary L. Koney
MARY L. KONEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

OPR 2013-0448

**AMENDED AND RESTATED INTERLOCAL CONSORTIUM
AGREEMENT**

UNDER THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

BETWEEN

**SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE,
WASHINGTON**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (hereinafter the "Agreement") is hereby made by and between the COUNTY OF SPOKANE, WASHINGTON, a political subdivision of the State of Washington, and the CITY OF SPOKANE, WASHINGTON, a municipal corporation, hereinafter referred to as the Parties.

WHEREAS, since June 13, 2000, the Parties have cooperated and worked together on workforce development. Through previous interlocal agreements, the Parties have established a Consortium, called Spokane City-County Employment and Training Consortium. The geographic area of Spokane County has been designated by the Governor of the State of Washington as one of the State's workforce development areas mandated by the Workforce Investment Act of 1998 and Workforce Innovation and Opportunity Act of 2014 ("WIOA"). The Parties collaborated on formation of the Spokane Area Workforce Development Council, which has been certified by the Governor of the State of Washington pursuant to the Act as the workforce development board for the Spokane area.

WHEREAS, this Amended and Restated Agreement is made under the authority of the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, which permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities.

WHEREAS, the Parties continue to share the goal of improving the quality of the workforce, reducing the dependency on welfare and enhancing the productivity and competitiveness of the region and the nation by increasing the employment, retention and earnings and occupational skills attainment by participants in workforce development programs within the Consortium region.

WHEREAS, the Parties previously terminated a June 13, 2000 Interlocal Agreement and the Spokane City-County Employment and Training Consortium set forth therein and executed a document under Spokane County Resolution No. 13-0573 and City of Spokane Clerk's File # OPR 2013-0448 entitled "INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT OF 1998 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE, Washington" ("2013 ILA") wherein they formed a new Spokane City-County Employment and Training Consortium to act as the local grant sub-recipient and fiscal agent for Workforce Investment Act funds. The Parties now desire to amend and restate the 2013 ILA to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
- (ii) eliminating the requirement for a Youth Council in that it is not required under WIOA, and
- (iii) agreeing that the Consortium acknowledges that there is no conflict of interest between SAWDC acting on behalf of the Board of the SAWDC and serving as fiscal agent

and in so doing execute a new document entitled "AMENDED AND RESTATED INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE", WASHINGTON" ("Agreement"). This Agreement supersedes and

replaces the 2013 ILA.

CHARTER

WHEREAS, the Congress of the United States has enacted the Workforce Innovation and Opportunity Act of 2014, P. L. 113-128, 29 U.S.C. § 3101 et seq., (WIOA) to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation; and

WHEREAS, the WIOA provides in 29 U.S.C. § 3102 (c)(1)(b) that in a case in which a local area includes more than 1 unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials (1) in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria established in the WIOA, and (2) in carrying out any other responsibilities assigned to such officials under the WIOA; and

WHEREAS, the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities; and

WHEREAS, the Interlocal Cooperation Act permits all powers, privileges, or authority exercised or capable of exercise by a public agency of this State to be exercised and enjoyed jointly with any other agency of this State having the same powers, privileges, or authority; and

WHEREAS, the County of Spokane and the City of Spokane desire hereby to form a consortium for the purpose of being a designated work force investment area; and

NOW THEREFORE, the County of Spokane and the City of Spokane hereby jointly establish a consortium under the Interlocal Cooperation Act to be governed by the following articles:

ARTICLE I

PURPOSE OF AGREEMENT – The County of Spokane (hereinafter COUNTY) and the City of Spokane (hereinafter CITY) hereby establish a consortium for the purpose of planning, establishing and operating a comprehensive employment and training system according to the provisions of the WIOA, and the Federal Regulations issued by the U.S. Secretary of Labor for the implementation of WIOA.

ARTICLE II

MEMBERSHIP - This organization shall be named the SPOKANE AREA CONSORTIUM (hereinafter Consortium) and shall consist of the following parties:

Spokane County

Spokane County Courthouse
Office of Board of County Commissioners
1116 West Broadway Avenue
Spokane, WA 99260-0100

City of Spokane
City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342

The mailing address of the Consortium shall be:

Spokane County
Board of County Commissioners
1116 West Broadway Avenue
Spokane, WA 99260-0100

ATTENTION: SPOKANE AREA CONSORTIUM

ARTICLE III

AREA AND POPULATION TO BE SERVED - The geographical area and population to be served shall consist of all areas and persons encompassed by the County of Spokane including the incorporated cities and towns therein.

ARTICLE IV

CERTIFICATION OF AUTHORITY - The Parties to this Agreement certify that they possess full legal authority, as provided by state and local statutes, charters, or ordinances to enter into this Agreement, to establish this Consortium, and to provide services under WIOA and the regulations.

ARTICLE V

POWERS, FUNCTIONS, AND RESPONSIBILITIES - The Consortium shall exercise such powers, functions, and responsibilities as necessary for the planning, establishing, and operating of a comprehensive employment and training system in accordance with WIOA and regulations promulgated to implement the WIOA.

ARTICLE VI

BOARD - There shall be a Consortium Board (hereinafter Board), which shall carry out all those functions and responsibilities necessary for operating the Consortium, that are not otherwise expressly delegated to other agencies, organizations, or individuals. The Board shall establish rules and procedures as necessary for conducting meetings, to include the following:

- a) Membership - The Board shall be composed of a total of three (3) members as

follows: 1) a Spokane County Commissioner as designated by the Spokane County Board of County Commissioners, 2) the Mayor of the City of Spokane, and 3) another individual employed by Spokane County designated by the Spokane County Board of County Commissioners.

b) Voting - Each member of the Board shall have one vote. All decisions of the Board shall be made by no less than a majority vote of the Board members attending a meeting where a quorum is present.

c) Quorum - A quorum of the Board shall consist of a total of not less than two of the three members.

d) Chair - The designated Spokane Commissioner on the Board shall be the Chair of the Board.

e) Chief Elected Official - The Chair of the Board shall also serve as local Chief Elected Official (CEO) to act as a liaison and conduct business on behalf of the Consortium.

g) Meetings - The Board shall meet at such times and places as may be designated by the Chair, provided that the Board shall meet at least once in each calendar year and as necessary to conduct the work of the Consortium. In the absence of the Chair, the Mayor shall serve as Chair pro tempore to preside for that meeting only.

h) Powers, Functions, and Responsibilities - It is expected that the powers, functions, and responsibilities of the Board, will be carried out in accordance with an agreement between the Consortium and the Spokane Area Workforce Development Council (hereinafter "SAWDC"), providing for the fiscal management and implementation of the WIOA programs by the SAWDC. Alternatively, the Consortium may contract with other eligible entities to carry out the WIOA programs, should the Consortium decide to withdraw some or all of its anticipated delegation of responsibilities from the SAWDC.

The following, however, will remain non-delegable responsibilities of the Consortium:

- 1) Approval of priorities, goals and objectives of the Consortium and the programs; and services to be operated by Consortium developed by the SAWDC.
- 2) Review and approval of comprehensive plans and modifications thereto.
- 3) Support the applications for funds to be submitted and all contracts and agreements related thereto with the United States Department of Labor, other Federal departments and agencies and other departments and agencies of state or local government as may be required.
- 4) Such other functions as may be deemed appropriate for the discharge of the Consortium's duties and responsibilities under law and regulations.

- 5) Appointment of all local SAWDC members pursuant to nomination and appointment processes established under WIA and regulations promulgated to accomplish the purposes of the WIOA.

ARTICLE VII

GRANT RECIPIENT AND ADMINISTRATIVE ENTITY - In accordance with an agreement between the SAWDC and the Consortium, the SAWDC is designated as the grant recipient, administrative and fiscal entity of the Consortium, and shall exercise such duties and responsibilities as prescribed by the agreement, in order to implement the WIOA, and regulations promulgated to accomplish the purposes of the WIOA. The Consortium acknowledges that there is no conflict of interest between the SAWDC acting on behalf of the Board of the SAWDC and serving as fiscal agent.

This designation includes authority to:

- a) Receive and disburse funds in accordance with grant agreements and contracts with the State of Washington and the U.S. Department of Labor.
- b) Carry out all necessary functions for operation of the WIOA program including:
 - 1) Executing contracts, subgrants, and other necessary agreements authorized by the Board and the SAWDC.
 - 2) Employing administrative positions to assist in administering the programs authorized by the Grant Recipient.
 - 3) Developing an organization and staffing as authorized by the Grant Recipient.
 - 4) Developing procedures for program planning, operating, assessment and fiscal management; evaluating program performance; initiating necessary corrective action for subgrantees and subcontractors; determining whether there is a need to reallocate resources; and modifying grants. Such procedures shall be consistent with goals and polices developed by the Board and the SAWDC.

ARTICLE VIII

ALLOCATION AND MAINTENANCE OF FUNDS - All funds granted to the Consortium under WIOA or any other legislation shall be allocated and expended among the County and the City for programs and services for which they are intended according to State and Federal formulae, approved plans, grants, and all pertinent laws and regulations.

It is anticipated that most grant funds will be held by and implemented through the SAWDC or other designated entity. However, pursuant to RCW 39.34.030 (4)(b), should grant or other funds be required to be held by the Consortium itself, those funds shall be held in a separate "Operating

Fund of the Spokane Area Consortium" to be held on the Consortium's behalf by the County Treasurer of Spokane County.

ARTICLE IX

LIABILITY

- a) Prior Liability
The Parties to this Agreement agree that each party shall individually meet and assume all prior obligations and liabilities arising out of the operation of programs funded under WIA prior to July 1, 2013, and to hold harmless all other Parties from any such prior liability.

- b) Joint And Several Liability For Contract Oversights
Each party to this Agreement is responsible for the operation of this Consortium to provide services under WIOA and the regulations enacted thereto. The Parties shall be jointly and severally liable for debts, liabilities, defense of lawsuits, judgments, and obligations incurred by the Consortium which arise under this Agreement, WIOA and federal and state regulations, and with respect to the grants, contracts, or agreements administered thereto. As between the Parties, the County and the City shall each be equally liable for the Consortium's liabilities.

- c) Hold Harmless
Each party to this Agreement agrees to indemnify and hold harmless all other party to this Agreement, its elected officials, officers, agents, and employees for any claim, action, judgment, or lien for bodily injury or property damage occasioned by or arising out of the performance of this Agreement when the bodily injury or property damage is occasioned by the sole negligence of the indemnifying party, its elected officials, officers, agents, or employees. In the event of concurrent negligence of the Parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its elected officials and appointed officers, employees, and agents.

ARTICLE X

DURATION AND RENEWAL OF AGREEMENT

- a) The term of this Agreement shall take effect on July 1, 2023, and be in effect until terminated by the Parties.

- b) This Agreement may be amended from time to time by written agreement of the Parties to the Agreement.

- c) Each party hereto shall have the right to withdraw from this Consortium at any time, provided, that written notification of the party's intention to withdraw is provided to the other party at least 180 days prior to July 1st of any calendar year and the effective date of such withdrawal is July 1st, and provided further, that the withdrawal of a party does not relieve that party from individual or joint and several obligations it may have incurred during the time it remained a member of the Consortium.

- d) This Agreement may be executed by the Parties hereto in counterparts each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same. .
- e) If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XI

NON-DISCRIMINATION - The Consortium and each of the parties shall comply with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including the implementing regulations set forth at 29 CFR part 37 prohibiting discrimination based on race, ethnicity, religion, gender, national origin, age, disability, political affiliation or belief, citizenship, sexual orientation, or participation in a Workforce Innovation and Opportunity Act financed program or activity. The Consortium and each of the parties shall also comply with the Washington Law Against Discrimination, chapter 49.60 RCW.

ARTICLE XII

FILING OF THE AGREEMENT— In accordance with RCW 39.34.040, copies of this Agreement shall be filed with the County Auditor of Spokane County or, alternatively, listed by subject on Spokane County's web site or other electronically retrievable public source.

ARTICLE XIII

JURISDICTION - This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in Superior Court for Spokane County, Washington.

ARTICLE XIV

MISCELLANEOUS

- a) Articles: The article headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way to they purport to, and shall not be deemed to define, limit or extend the scope or intent of the Articles to which they pertain.
- b) Execution and Approval: The Parties warrant that the officers executing this Agreement have been duly authorized to act for and on behalf of the party for the purposes of confirming this Agreement.

- c) Compliance with Laws: The Parties shall observe all federal, state and local laws, ordinances and regulations to the extent that they may be applicable to the terms of this Agreement.
- d) Modification: This Agreement may be modified in writing by mutual written agreement of the Parties.
- e) Notice: All notices or other communications given hereunder shall be deemed given on : (i) the day such notice or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid address to the Parties at the addresses set forth in ARTICLE II, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.
- f) Assignment: No party may assign in whole or in part its interests in this Agreement except as provided for herein, without the written approval of the other party.
- g) Dispute Resolution: Any dispute between the Parties regarding this Agreement which cannot be resolved among or between the Parties shall be subject to arbitration. The dispute shall first be reduced to writing. If the Parties cannot resolve the dispute it will be submitted to arbitration. Except as provide for herein, the provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

Each party shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select an additional arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the Parties.

- h) Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Property acquired by the Consortium shall be divided equally.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 12.12.2023

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:



Ginna Vasquez
Ginna Vasquez
Clerk of the Board **23 - 0891**

Mary L. Kuney
MARY L. KUNEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

DATED: 6/26/2024

CITY OF SPOKANE

By: Garrett Jones

Its: Garrett Jones

ATTEST:

Approved as to form:

Traci K. Hester
City Clerk

Elizabeth Schoedel
Assistant City Attorney



Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: Commissioners

CONTACT PERSON: James Emacio

PHONE NUMBER: 509-477-2124

CHECK TYPE OF MEETING BELOW: BELOW FOR CLERK'S USE ONLY:

Regular Legislative Session Agenda

Clerk's Resolution No.	<u>23 - 0891</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	_____
Public Works No.	_____
Purchasing Dept. No.	_____

AGENDA TITLE (please provide a reasonably descriptive agenda title for this item): In the matter of executing an amended and restated Interlocal Consortium Agreement under the Workforce Innovation and Opportunity Act of 2014 between Spokane County and the City of Spokane.

DESCRIPTIVE SUMMARY (please provide anticipated fiscal and budgetary information & reason for request): The 2014 Workforce Innovation & Opportunity Act (WIOA) provides Workforce Investment Act resources to local entities to improve the quality of their workforce, reduce welfare dependency, and enhance productivity. WIOA required the City of Spokane and Spokane County to enter into an ILA setting forth their respective responsibilities. The City and County executed an ILA in 2013 identified as the "Consortium". Recently, as a result of an audit, the City and County were advised that they needed to modify the Consortium ILA in certain matters including:

1. changing reference from WIA to WIOA,
2. changing reference to various legal citations from the WIA citations to WIOA citations, and

3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO.

This item modifies the 2013 Consortium ILA consistent with the above 3 items.
The Executive Director of the WOIA Council is in agreement with the modifications.
The City of Spokane's legal council has reviewed and legally approved the modifications.

FISCAL IMPACT (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): N/A

REQUESTED BOARD ACTION (if any): Approve execution of amended and restated ILA between Spokane County and City of Spokane, creating Workforce Innovation and Opportunity Act Consortium Agreement.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: N/A

This Item will need to be codified in the Spokane County Code: No


Certificate Of Completion

Envelope Id: EB12164A7FED463DA8CAC4446B0BDF66	Status: Completed
Subject: OPR 2013-0448 AMENDMENT SPOKANE COUNTY INTERLOCAL CONSORTIUM AGREEMENT WORKFORCE INNOVATION	
Source Envelope:	
Document Pages: 17	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Daniel Rose
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	drose@spokanecity.org
	IP Address: 198.1.39.252


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Status: Original	Holder: Daniel Rose	Location: DocuSign
6/26/2024 1:51:52 PM	drose@spokanecity.org	

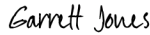
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Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)		Sent: 6/26/2024 1:59:08 PM Viewed: 6/26/2024 2:33:32 PM Signed: 6/26/2024 2:33:41 PM
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Elizabeth Schoedel eschoedel@spokanecity.org Assistant City Attorney - approved as to form only Security Level: Email, Account Authentication (None)		Sent: 6/26/2024 2:33:42 PM Viewed: 6/26/2024 3:44:12 PM Signed: 6/26/2024 3:44:19 PM
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Garrett Jones gjones@spokanecity.org Interim City Administrator City of Spokane Parks Security Level: Email, Account Authentication (None)		Sent: 6/26/2024 3:44:20 PM Viewed: 6/26/2024 3:48:15 PM Signed: 6/26/2024 3:48:26 PM
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Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)		Sent: 6/26/2024 3:48:27 PM Viewed: 6/26/2024 3:58:15 PM Signed: 6/26/2024 3:58:54 PM
		
	Signature Adoption: Uploaded Signature Image Using IP Address: 198.1.39.252	

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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/26/2024 3:58:15 PM
Signing Complete	Security Checked	6/26/2024 3:58:54 PM
Completed	Security Checked	6/26/2024 3:58:54 PM

Payment Events	Status	Timestamps
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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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