



Agenda Sheet for City Council Meeting of:
06/17/2013

Date Rec'd	6/10/2013
Clerk's File #	OPR 2013-0448
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	PAT DALTON 625-6283
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Agenda Item Type	Contract Item
Agenda Item Name	INTERLOCAL AGREEMENT

Agenda Wording
An Interlocal Agreement between Spokane County and City of Spokane to establish the Spokane Area Workforce Development Council as a WA Non-Profit Corp. and Designate the SAWDC as the Fiscal and Administrative Agent of the Spokane Area Consortium.

Summary (Background)
The City has for years sponsored the Workforce Development Council as a City Department. However, this structure limited the WDC's fundraising abilities and it was determined that the WDC could be more cost-efficient and better able to take advantage of other funding opportunities as a stand-alone corporation. This Interlocal Agreement establishes the WDC as a non-profit corporation that can stand on its own.

Fiscal Impact	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	DALTON, PAT	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	DALTON, PAT	P. DOLAN	
For the Mayor	SANDERS, THERESA	D. Erickson	
Additional Approvals		L. Meakin	
Purchasing			

APPROVED BY SPOKANE CITY COUNCIL ON
June 17, 2013
[Signature]
SPOKANE CITY CLERK

INTERLOCAL CONSORTIUM
AGREEMENT
UNDER THE

WORKFORCE INVESTMENT ACT OF 1998

BETWEEN

SPOKANE COUNTY, WASHINGTON AND THE
CITY OF SPOKANE, WASHINGTON

NO. 13-0573

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL CONSORTIUM)
AGREEMENT UNDER THE WORKFORCE)
INVESTMENT ACT OF 1998 BETWEEN)
SPOKANE COUNTY AND THE CITY OF)
SPOKANE)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "Board") 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 (hereinafter "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"). 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; 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 desire (1) to terminate the June 13, 2000 Interlocal Agreement, and the Spokane City-County Employment and Training Consortium as set forth therein, (2) to form a new consortium, and (3) to authorize the new consortium to contract with the Spokane Area Workforce Development Council to act as the local grant recipient and fiscal agent for Workforce Investment Act funds.

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) and chapter 39.34 RCW that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT OF 1998 BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE," pursuant to which, under certain terms and conditions Spokane County and the City of Spokane will form the Spokane Area Consortium for the purpose of planning, establishing and operating a comprehensive employment and training system

according to the provisions of the WIA and the Federal Regulations issued by the U.S. Secretary of Labor for the implementation of WIA.

PASSED AND ADOPTED this 14th day of June, 2013.



ATTEST:
CLERK OF THE BOARD

Daniela Erickson
Daniela Erickson
13-0573

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Shelly O'Quinn

SHELLY O'QUINN, Chair

Al French

AL FRENCH, Vice Chair

Todd Mielke

TODD MIELKE, Commissioner

THIS 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 ("WIA"). 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 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 purpose of this Agreement is to terminate the June 13, 2000 Interlocal Agreement, and the Spokane City-County Employment and Training Consortium as set forth therein, to form a new consortium as described herein, and to authorize the consortium to contract with the Spokane Area Workforce Development Council to act as the local grant recipient and fiscal agent for Workforce Investment Act funds. This Agreement supersedes and replaces the June 13, 2000 Interlocal Agreement.

CHARTER

WHEREAS, the Congress of the United States has enacted the Workforce Investment Act of 1998, P.L. 105-220, 29 U.S.C. § 2801 et. seq., (WIA) 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 WIA provides in 29 U.S.C. § 2832(c)(3)(B) that in a case in which a local area includes more than one 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 WIA, and (2) in carrying out any other responsibilities assigned to such officials under the WIA; 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 WIA, and the Federal Regulations issued by the U.S. Secretary of Labor for the implementation of WIA.

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
Spokane Area Consortium
c/o Grants Administrator
1116 West Broadway Avenue
Spokane, WA 99260-0100

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 WIA 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 WIA and regulations promulgated to implement the WIA.

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 WIA programs by the SAWDC. Alternatively, the Consortium may contract with other eligible entities to carry out the WIA 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 Full Council members pursuant to nomination and appointment processes established under WIA and

regulations promulgated to accomplish the purposes of the WIA.

- 6) Establishment of a Youth Council as prescribed in Section 117 of the WIA.

ARTICLE VII

GRANT RECIPIENT AND ADMINISTRATIVE ENTITY - In accordance with an anticipated agreement between the SAWDC and the Consortium, the SAWDC is anticipated to be 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 WIA, and regulations promulgated to accomplish the purposes of the WIA.

This anticipated designation is expected to include 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 WIA 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 policies developed by the Board and the SAWDC.

ARTICLE VIII

ALLOCATION AND MAINTENANCE OF FUNDS - All funds granted to the Consortium under WIA 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 Oversight
Each party to this Agreement is responsible for the operation of this Consortium to provide services under WIA 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, WIA 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, 2013, 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 Investment Act of 1988, 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 Investment 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 do 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 n 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 Paarties 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 7.04 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.

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

SPOKANE COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

DATED: June 11, 2013

[Signature]
SHELLY O'QUINN, Chair

ATTEST:

[Signature]
AL FRENCH, Vice Chair



[Signature]
Daniela Erickson 13-0573
Clerk of the Board

[Signature]
TODD MIELKE, Commissioner

CITY OF SPOKANE:

DATED: June 21, 2013

By: [Signature]
City Administrator

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

