



## 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 2013-0449

**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 - SAWDC ILA AMENDMENT – COUNTY 23-0890

### Agenda Wording

Amendment to the City/County ILA regarding the Spokane Area Workforce Development Council

### Summary (Background)

In the matter of executing an amended and restated interlocal agreement between Spokane County and City of Spokane to establish the Spokane Area Workforce Development Council as a Washington non-profit corporation and to designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium. Recently, as a result of an audit, the City and County were advised that they needed to modify the Council ILA in certain matters including:

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

#

#

#

#

#

#

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



City Clerk



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

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 SA WDC's CEO. 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. The City of Spokane's legal council has reviewed and legally approved the modifications.

### 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>

smacdonald@spokanecity.org

sbishop@spokanecity.org

lbeattie@spokanecity.org

tpfister@spokanecity.org

jemacio@spokanecounty.org

gvasquez@spokanecounty.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	June 10, 2024
<b>Submitting Department</b>	Community & Economic Development
<b>Contact Name</b>	Steve MacDonald
<b>Contact Email &amp; Phone</b>	<a href="mailto:smacdonald@spokanecity.org">smacdonald@spokanecity.org</a> / x6835
<b>Council Sponsor(s)</b>	CMs Zappone, Bingle, & Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Spokane Area Workforce Development Council ILA AMENDMENT – COUNTY 23-0890
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In the matter of executing an amended and restated interlocal agreement between Spokane County and City of Spokane to establish the Spokane Area Workforce Development Council as a Washington non-profit corporation and to designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium.</p> <p>The 2014 Workforce Innovation &amp; 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" ILA. The City of Spokane and Spokane County also executed an ILA in 2013 identified as the "Council" ILA. The Council ILA created a non-profit corporation to carry out responsibilities of the Consortium. Recently, as a result of an audit, the City and County were advised that they needed to modify the Council ILA in certain matters including:</p> <ol style="list-style-type: none"> <li>1. changing reference from WIA to WIOA,</li> <li>2. changing reference to various legal citations from the WIA citations to WIOA citations, and</li> <li>3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SA WDC's CEO.</li> </ol> <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 counsel has reviewed and legally approved the modifications.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	

**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

**Funding Source**       One-time       Recurring       N/A

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

**Expense Occurrence**       One-time       Recurring       N/A

Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

N/A

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

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

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

NO **23 - 0890**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
AMENDED AND RESTATED INTERLOCAL )  
AGREEMENT BETWEEN SPOKANE )  
COUNTY AND CITY OF SPOKANE TO )  
ESTABLISH THE SPOKANE AREA )  
WORKFORCE DEVELOPMENT COUNCIL AS )  
A WASHINGTON NON-PROFIT )  
CORPORATION AND TO DESIGNATE THE )  
SPOKANE AREA WORKFORCE )  
DEVELOPMENT COUNCIL AS THE FISCAL )  
AND ADMINISTRATIVE AGENT OF THE )  
SPOKANE AREA CONSORTIUM )

**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**, the Congress of the United States has enacted the Workforce Innovation and Opportunity Act, 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 Spokane County and the City of Spokane constitute a jurisdiction as a Workforce Development Area (Workforce Development Area XII) pursuant to the Governor's approval; and

**WHEREAS**, 29 U.S.C. § 3102 (c)(b)(i) of the WIOA provides 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 (I) 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 (II) in carrying out any other responsibilities assigned to such officials under the WIOA; and

**WHEREAS**, 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**, by interlocal agreement, the County of Spokane (hereinafter the “County”) and the City of Spokane (hereinafter the “City”) have formed the Spokane Area Consortium (“Consortium”) to oversee workforce activities; and

**WHEREAS**, the WIOA requires the establishment of a Workforce Development Council to provide policy guidance and oversight with respect to various matters including a local four year strategic and operational plan for the local Workforce Development Area; and

**WHEREAS**, the County under Resolution No. 2013-0572 and the City under Clerks File # OPR 2013-0449 executed a document entitled “INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE SPOKANE AREA CONSORTIUM” (“2013 ILA”) wherein they agreed that in order to jointly implement and operate workforce investment activities and in order to allow the Spokane Area Workforce Development Council to receive tax exempt funds from sources other than the federal government, it was appropriate to form the Spokane Area Workforce Development Council as a non-profit corporation. The County and City 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) changing reference to various legal citations from the WIA citations to WIOA citations, and
- (iii) 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.

**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 AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE SPOKANE AREA CONSORTIUM” (“2013 ILA”) wherein the County of Spokane and City of Spokane will amend and restate that document executed under Spokane County Resolution No. 13-0572 and City of Spokane Clerk’s File # OPR 2013-0449 entitled INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE SPOKANE AREA CONSORTIUM” (“2013 ILA”) to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
- (ii) changing reference to various legal citations from the WIA citations to WIOA citations, and
- (iii) 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.

**PASSED AND ADOPTED** this 12<sup>m</sup> day of December, 2023.



ATTEST:

Ginna Vasquez

Ginna Vasquez  
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

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

AMENDED AND RESTATED INTERLOCAL AGREEMENT

BETWEEN

SPOKANE COUNTY, WASHINGTON  
and  
CITY OF SPOKANE, WASHINGTON

TO ESTABLISH THE

SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL  
AS A  
WASHINGTON NON-PROFIT CORPORATION

AND TO DESIGNATE THE  
SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL  
AS THE FISCAL AND ADMINISTRATIVE AGENT OF  
THE SPOKANE AREA CONSORTIUM

WHEREAS, the Congress of the United States has enacted the Workforce Innovation and Opportunity Act, 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 County of Spokane and the City of Spokane constitute a jurisdiction as a Workforce Development Area (Workforce Development Area XII) pursuant to the Governor's approval; and

WHEREAS, the WIOA provides in 29 U.S.C. § 3102 (c)(b)(i) 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 (I) 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 (II) 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, by interlocal agreement, the County of Spokane (hereinafter the "COUNTY") and the City of Spokane (hereinafter the "CITY") have formed the Spokane Area Consortium ("Consortium") to oversee workforce activities; and

WHEREAS, the WIOA requires the establishment of a Workforce Development Council to provide policy guidance and oversight with respect to a local four year strategic and operational plan for the local Workforce Development Area; and

WHEREAS, RCW 39.34.030(3)(b) provides that public agencies are authorized to create a non-profit corporation comprised only of public agencies for the purpose of implementing the county's and city's activities through a joint undertaking; and

WHEREAS, the COUNTY under Resolution No. 2013-0572 and the CITY under OPR 2013-0449 executed a document entitled "INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE SPOKANE AREA CONSORTIUM" ("2013 ILA") wherein they agreed that in order to jointly implement and operate workforce investment activities and in order to allow the Spokane Area Workforce Development Council to receive tax exempt funds from sources other than the federal government, it was appropriate to form the Spokane Area Workforce Development Council as a non-profit corporation. The COUNTY and CITY 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) changing reference to various legal citations from the WIA citations to WIOA citations, and
- (iii) 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.

NOW, THEREFORE, the County of Spokane and the City of Spokane do hereby amend and restate that document entitled "INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE

SPOKANE AREA CONSORTIUM” executed under Resolution No. 2013-0572 and Clerk’s File No. OPR 2013-0449 respectively to authorize the establishment of the Spokane Area Workforce Development Council as a non-profit corporation under the laws of the State of Washington, and designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium as follows:

**I. FORMATION OF A NON-PROFIT CORPORATION**

- A. The Spokane Area Workforce Development Council shall be incorporated pursuant to the authority provided in RCW 39.34.030(3)(b) as a Washington non-profit corporation known as the Spokane Area Workforce Development Council ("SAWDC").
- B. The County of Spokane and the City of Spokane, acting through the Consortium, shall be the only members of the SAWDC.
- C. The COUNTY and CITY shall fulfill their responsibilities as members of the SAWDC through the Consortium, previously established by interlocal agreement between the COUNTY and CITY.

**II. POWERS OF THE MEMBERS**

A. Operational Responsibilities

The COUNTY and CITY, acting through the Consortium shall:

- 1. assume fiduciary responsibility for WIOA funding as designated by the State of Washington;
- 2. approve the articles of incorporation and the bylaws of SAWDC;
- 3. appoint one representative each, which may include an alternate, to sit on the board of directors of the SAWDC;
- 4. appoint the members of the Full Council of SAWDC from whom the members of the board of directors are selected pursuant to nomination and appointment processes established under WIOA and regulations promulgated thereunder, and in accordance with the nomination process prescribed by the SAWDC bylaws;
- 5. approve the SAWDC's four-year strategic and operational plan;
- 6. make recommendations on and approve the SAWDC's selection of workforce service providers; and

7. attend meetings of the SAWDC, as provided in section VII below.

**B. Corrective Action**

The COUNTY and CITY, acting through the Consortium shall have the power to resolve differences with the SAWDC and ultimately dissolve the corporation pursuant to the procedures set forth in section VIII below.

**III. RESPONSIBILITIES OF THE SAWDC**

- A. SAWDC shall develop, pursuant to the regulations of WIOA, and in compliance with the requirements established by the Governor of the State of Washington, the four-year local strategic and operational plan for review and concurrence by the Consortium. Upon the approval and signatures of the Chair of the SAWDC board of directors and the Chief Elected Official (CEO) of the Consortium, the four-year strategic and operational plan will be submitted to the Governor of the State of Washington for approval.
- B. SAWDC shall comply with the Workforce Innovation and Opportunity Act, referred to as the WIOA, Public Law 113-128, 29 U.S.C. § 3101 et seq., and federal rules and regulations (20 CFR Part 651), (WIOA Title III) and its regulations; the Wagner-Peyser Act as amended and applicable; and other applicable Federal laws and regulations; and the implementing State of Washington provisions, as issued, for counties comprising "Workforce Development Areas" under PL113-128.
- C. SAWDC shall, with the concurrence of the Consortium, develop annual budgets for itself and for the programs as described in the four-year strategic and operational plan and pursuant to the WIOA.
- D. SAWDC shall provide policy guidance and direction on all matters pertaining to the provision of services under the WIOA.
- E. SAWDC will monitor and evaluate the training programs operated within the Workforce Development Area and in a timely manner distribute reports regarding same to the Consortium and otherwise as required by the WIOA.
- F. SAWDC shall provide the Consortium with copies of all reports provided to the full Board of Directors of the SAWDC.
- G. The SAWDC board of directors shall oversee the Annual Budget, and will provide guidance and supervision to the CEO, who in turn shall employ and set working conditions for SAWDC staff.
- H. SAWDC shall select workforce service providers and training providers as appropriate to

carry out the purposes of the WIOA and according to the procedures set forth in the four-year strategic and operational plan.

- I. SAWDC shall solicit the input and participation of the local business community in the provision of program services to eligible residents of the Workforce Development Area.
- J. SAWDC shall notify the Consortium prior to making application for grant funding available to the SAWDC as the Consortium's designee under the WIOA, and provide copies of all grant applications/awards to the Consortium upon submission/receipt from the funding agency.
- I. SAWDC may solicit and accept grants and donations from sources other than Federal funds.
- J. SAWDC shall assist the Governor in developing statewide employment statistics.
- K. SAWDC shall procure and maintain fixed assets and expendable supplies necessary for program operation.
- L. SAWDC shall collect and expend income generated by program activities pursuant to 29 CFR 97.25 and 2CFR part 200, subpart F.
- M. SAWDC shall procure audits of funds as required under the WIOA and shall resolve any questions arising from these audits.
- N. SAWDC shall develop and manage a system to hear and resolve grievances brought by participants, vendors, and other interested parties as required by the WIOA.
- O. Any and all documents which SAWDC is required to provide to the Consortium shall be directed to:

Spokane Area Consortium  
c/o Spokane County Grants Administrator  
West 1116 Broadway Avenue  
Spokane, Washington 99260

Email submission are acceptable and SAWDC shall confirm the email address of the Grants Administrator prior to submission.

#### **IV. DESIGNATION OF THE SAWDC AS FISCAL AGENT**

##### **A. Designation of Local Grant Recipient and Local Fiscal Agent**

In accordance with Section 107(d)(12)(B)(I)(II) of the WIOA, and in accordance with the Interlocal Cooperation Act of 1967 (chapter 39.34 RCW) the SAWDC is designated as the local grant recipient and local fiscal agent. The SAWDC shall perform all of the functions assigned by the WIOA to the local grant sub-recipient and local fiscal agent. This designation is effective July 1, 2023 and shall be in force unless terminated or revised according to provisions section IV. B below.

**B. Withdrawal of Designations**

**1. Local fiscal agent**

The Consortium retains the right in its sole discretion to withdraw the designation of the SAWDC as local fiscal agent if the Consortium determines that a breach of this designation has occurred and the Consortium has exercised due process to resolve the matter formally by following the Corrective Action producers set forth in section VIII, below, before withdrawing the designation as fiscal agent. Upon such withdrawal, the Consortium shall assume all duties of the SAWDC as local fiscal agent until such time as it designates another entity to act on behalf of the Consortium, and the Consortium shall indemnify and hold harmless the SAWDC for the Consortium's negligent acts or omissions after the effective date of withdrawal.

The COUNTY, the CITY, and the SAWDC agree that all assets, if any, purchased using WIOA funds and held by either the COUNTY, the CITY, or the SAWDC shall be transferred to the Spokane Area Workforce Development Council organized as a non-profit corporation as described herein for its use as long as the Council continues to act as the fiscal agent and grant recipient of WIOA funds for the Consortium. Should the Council become decertified or designation be withdrawn under this Agreement, all assets will become the property of the Consortium unless the Parties agree otherwise. Assets, if any, to be transferred are identified in Attachment A.

**2. Local grant recipient**

The Consortium retains the right in its sole discretion to withdraw the designation of the SAWDC as local grant recipient if the Consortium determines that a breach of this designation has occurred and the Consortium has exercised due process to resolve the matter formally by following the Corrective Action producers set forth in section VIII, below, before withdrawing the designation as local grant recipient. Upon withdrawal of designation of the SAWDC as local grant recipient, the Consortium shall assume all duties of the SAWDC as local grant recipient, including but not limited to all contractual obligations that the SAWDC has

undertaken as local grant recipient, until such time as it designates another entity to act on behalf of the Consortium, and the Consortium shall indemnify and hold harmless the SAWDC for the Consortium's negligent acts or omissions after the effective date of withdrawal.

C. Adoption of the WIOA Strategic and Operations Plans

The SAWDC shall provide the Consortium with a copy of the draft plan when it is sent out for public comment, and a copy of all proposed or adopted changes to the plans. The SAWDC shall also provide the Consortium with a copy of the final, proposed annual plan no later than 15 days before the date of the required submittal to the State.

D. Adoption and Administration of the WIOA Budget

1. At the beginning of the SAWDC's fiscal year, the SAWDC shall provide the Consortium a proposed WIOA annual budget for comment. The SAWDC shall apply the grant funds received under the WIOA in accordance with the approved budget, together with any changes requested by the Consortium and adopted by the SAWDC.
2. The SAWDC shall notify the Consortium prior to filing any application for a grant that is available to the SAWDC as the Consortium's designee under the WIOA. This notification shall be provided in writing. A copy of the full application shall be provided upon submission to the funder.

DI. Independent Audit

Once per fiscal year, the SAWDC shall have an independent audit conducted by the Washington State Auditor's Office of its financial statement and condition. The audit shall comply with the requirements of GAAS (general accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and 2 CFR 200, subpart F as amended, and as applicable. The SAWDC shall provide a copy of the audit report to the Consortium no later than six months after the end of the SAWDC's fiscal year. The SAWDC shall provide to the Consortium its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor; the SAWDC shall provide to the Consortium copies of those communications and the SAWDC's response and corrective action plan.

DII. Deposit and Disbursement of WIOA funds

All funds made available to the Local Area pursuant to the WIOA and other federal or

state programs overseen by the Consortium and SAWDC shall be deposited into an account or accounts created and maintained by the SAWDC. All funds shall be deposited in an institution that is guaranteed by the FDIC or FSLIC. The SAWDC will disburse all funds for workforce investment activities in accordance with the requirements of the WIOA.

**DIII. Copies of Reports**

The SAWDC shall provide the Consortium with copies of all reports that the SAWDC provides to the full Board of the SAWDC and all other reports that the Consortium may request in writing with reasonable, advance notification.

**H. Maintenance of Records**

1. The SAWDC shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the Consortium to ensure proper accounting for all WIOA and other federal or state funds overseen by the Consortium and SAWDC and in compliance with this designation.
2. These records shall be maintained for a period of six (6) years after termination of this designation unless permission to destroy them is granted by the office of the Archivist in accordance with chapter 40.14 RCW.

**V. INDEMNIFICATION AND INSURANCE**

- A. SAWDC agrees to defend, indemnify and hold the Consortium, COUNTY, and CITY harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, and/or resulting from, an error, omission or negligent act of SAWDC performed under this Agreement by SAWDC, its agents or employees to the fullest extent permitted by law. SAWDC's duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Consortium and/or COUNTY and/or CITY, its agents or employees. SAWDC's duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Consortium, COUNTY and CITY, its agents or employees, and SAWDC, its agents or employees shall apply only to the extent of negligence of SAWDC or its agents or employees. SAWDC's duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless shall include, as to all claims, demands, losses and liability to which it applies, the Consortium's, COUNTY'S and CITY'S personnel-related costs, reasonable

attorney's fees, court costs and all other claim-related expenses. SAWDC further agrees that this duty to indemnify Consortium, COUNTY and CITY applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of SAWDC for liability for injuries to SAWDC's workers and employees, and SAWDC hereby waives any such immunity for the purpose of this duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless.

B. The SAWDC shall procure and maintain for the duration of this Agreement, insurance as specified in Attachment B.

## **VI. NON-DISCRIMINATION AND CONFLICT OF INTEREST**

- A. The SAWDC shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to non-discrimination.
- B. The SAWDC shall comply with the conflict of interest provisions of the WIOA.

## **VII. CONSORTIUM PARTICIPATION IN SAWDC ACTIVITIES**

The Consortium and its representatives are entitled to attend all meetings of the SAWDC including but not limited to the full SAWDC, the Executive Committee and all committees and workgroups, provided that the SAWDC may exclude the Consortium and its representatives from any portion of a meeting regarding relations with the Consortium or a dispute arising between the SAWDC and the Consortium. The Consortium and its representatives shall have the right to speak and to make written comments, but shall not have a vote, at SAWDC meetings.

## **VIII. CORRECTIVE ACTION**

- A. If the Consortium determines that a breach of the conditions of the formation of the SAWDC as a non-profit corporation or designation of the SAWDC as the Consortium's fiscal and administrative agent has occurred that may be sufficient to cause the Consortium to revoke the SAWDC's designation as local grant sub-recipient, or to dissolve the non-profit corporation, the Consortium shall first attempt to resolve the matter informally by orally notifying the Chair of the Board of the SAWDC of the alleged breach, and then scheduling a meeting to discuss and attempt to resolve the matter.
- B. If the Consortium is not satisfied with the informal resolution process, it shall notify the SAWDC in writing of the specific nature of the breach, and the SAWDC shall respond in writing within ten (10) business days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for



coming into compliance, which date shall not be more than fifteen (15) business days from the date of the SAWDC's response, unless the Consortium in its sole discretion grants in writing an extension of the number of days to complete the corrective action plan.

- C. The Consortium will notify the SAWDC in writing of the Consortium's determination as to the sufficiency of the SAWDC's corrective action plan, which determination of sufficiency shall be at the sole discretion of the Consortium. If the Consortium notifies the SAWDC that the correction action plan is insufficient or has not been completed, within fifteen (15) business days of said notification, an in-person meeting shall be held between the Consortium and representatives of the Board of the SAWDC to discuss and attempt to resolve the dispute. In the event that the SAWDC does not respond within the appropriate time with a corrective action plan, or the SAWDC's corrective action plan is determined by the Consortium to remain insufficient following the in-person meeting, the Consortium may revoke its designation of local grant sub-recipient, or act to dissolve the non-profit corporation, by giving at least thirty (30) business days' written notice to the SAWDC.

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

DATED: 12-13-2023

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Mary L. Kuney  
MARY L. KUNEY, CHAIR

Ginna Vasquez  
Ginna Vasquez  
Clerk of the Board **23-0890**

Josh Kerns  
JOSH KERNS, VICE-CHAIR

Al French  
AL FRENCH, COMMISSIONER



Amber Waldref  
AMBER WALDREF, COMMISSIONER

Chris Jordan  
CHRIS JORDAN, COMMISSIONER

DATED: 6/28/2024

CITY OF SPOKANE

By: Garrett Jones

Its: Garrett Jones

ATTEST:

Approved as to form:

Levi A. Hester  
City Clerk

Elizabeth Schoedel  
Assistant City Attorney

Spokane Area Workforce Development Council

By: [Signature]

Its: CEO

# **ATTACHMENT A**

**ATTACHMENT A – FIXED ASSETS**

There are no fixed assets to transfer between the City of Spokane and SAWDC.

# **ATTACHMENT B**

## ATTACHMENT B - INSURANCE REQUIREMENTS

1. SAWDC shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. Following is a list of requirements for this Agreement. Any exclusion that may limit required insurance coverage must be pre-approved by the COUNTY and CITY . Work or responsibilities under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the COUNTY and CITY. SAWDC's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for SAWDC and returned to the COUNTY and CITY. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY and CITY. The policy shall be endorsed and the certificate shall reflect that the COUNTY and CITY are an additional named insureds on SAWDC's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY and CITY shall be excess and not contributory insurance to that provided by SAWDC.

3. SAWDC shall not commence work until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the COUNTY and CITY and filed with the COUNTY and CITY. Upon request, SAWDC shall forward to the COUNTY and/or CITY the original policy, or endorsement obtained, to SAWDC's policy currently in force.

4. Failure of SAWDC to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of the Agreement withdrawal of designation as provided for in Section IV B.

5. Providing coverage in the amounts listed shall not be construed to relieve SAWDC from liability in excess of such amounts.

6. Insurance requirements may be satisfied with proof of membership and liability coverage through its membership in a Risk Pool authorized under RCW 48.62.031. For Claims submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against SAWDC, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which SAWDC and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or SAWDC.

7. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:

7.1. GENERAL LIABILITY INSURANCE: SAWDC shall have Commercial General Liability with limits of \$999,999.99 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and errors and omissions for their Board officers and directors.

**Additional Insured Endorsement:** General Liability Insurance must state that the COUNTY and CITY, their officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used **“The COUNTY, CITY and their Officers, Agents And Employees Are Named Additional Insured.”**

7.2. PROOF OF AUTOMOBILE INSURANCE: SAWDC shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$999,999.99 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the COUNTY and CITY.

7.3. WORKERS COMPENSATION: When SAWDC has employees of the organization, SAWDC shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State with limits of \$1,000,000.00. Proof of insurance shall be reflected on SAWDC's Certificate of Insurance or by providing SAWDC's State Industrial Account Identification Number.

7.4 CRIME/EMPLOYEE DISHONEST: SAWDC shall carry Crime/Employee dishonesty liability coverage with a minimum policy coverage limit in the amount of \$999,999.00 per occurrence.

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 - 0890</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	<u>                    </u>
Public Works No.	<u>                    </u>
Purchasing Dept. No.	<u>                    </u>

**AGENDA TITLE** (please provide a reasonably descriptive agenda title for this item): In the matter of executing an amended and restated interlocal agreement between Spokane County and City of Spokane to establish the Spokane Area Workforce Development Council as a Washington non-profit corporation and to designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium.

**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" ILA. The City of Spokane and Spokane County also executed an ILA in 2013 identified as the "Council" ILA. The Council ILA created a non-profit corporation to carry out responsibilities of the Consortium. Recently, as a result of an audit, the City and County were advised that they needed to modify the Council 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 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 Resolution authorizing execution of amended and restated Consortium ILA between City of Spokane and Spoiane County.

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: 1169935A34704406A93CC1CEAA71F62B  
 Subject: OPR 2013-0449 AMENDMENT SPOKANE COUNTY INTERLOCAL AGREEMENT  
 Source Envelope:  
 Document Pages: 24  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
 Envelope Originator:  
 Daniel Rose  
 808 W. Spokane Falls Blvd.  
 Spokane, WA 99201  
 drose@spokanecity.org  
 IP Address: 198.1.39.252

**Record Tracking**

Status: Original  
 6/26/2024 2:43:25 PM  
 Holder: Daniel Rose  
 drose@spokanecity.org  
 Location: DocuSign

**Signer Events**

Terri L. Pfister  
 tpfister@spokanecity.org  
 City Clerk  
 City of Spokane  
 Security Level: Email, Account Authentication (None)

**Signature**

  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 198.1.39.252

**Timestamp**

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 Viewed: 6/26/2024 2:59:49 PM  
 Signed: 6/26/2024 3:00:02 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign


Mark Mattke  
 MMATTKE@SPOKANEWORKFORCE.ORG  
 CEO  
 Spokane Workforce Council  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Drawn on Device  
 Using IP Address: 173.10.85.141

Sent: 6/26/2024 3:00:03 PM  
 Resent: 6/28/2024 8:21:49 AM  
 Resent: 6/28/2024 8:28:45 AM  
 Viewed: 6/28/2024 8:29:31 AM  
 Signed: 6/28/2024 8:29:39 AM

**Electronic Record and Signature Disclosure:**  
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 ID: 6e3b9d0a-e39f-468e-ba83-64ebd4233efb


Elizabeth Schoedel  
 eschoedel@spokanecity.org  
 Assistant City Attorney - approved as to form only  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 73.97.247.31

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 Signed: 6/28/2024 8:31:51 AM

**Electronic Record and Signature Disclosure:**  
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 ID: 30b44e99-4e52-4a9e-8b1d-40037d1e4797

Garrett Jones  
 gjones@spokanecity.org  
 Interim City Administrator  
 City of Spokane Parks  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.1.39.252

Sent: 6/28/2024 8:31:52 AM  
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 Signed: 6/28/2024 9:47:34 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/28/2024 9:47:11 AM  
 ID: be9fd4be-2172-4bf2-a5e8-0465f2df6772

Signer Events	Signature	Timestamp
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Terri L. Pfister  
 tpfister@spokanecity.org  
 City Clerk  
 City of Spokane  
 Security Level: Email, Account Authentication  
 (None)




Sent: 6/28/2024 9:47:36 AM  
 Viewed: 6/28/2024 11:05:44 AM  
 Signed: 6/28/2024 11:05:51 AM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 198.1.39.252

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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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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Envelope Updated	Security Checked	6/28/2024 8:28:41 AM
Certified Delivered	Security Checked	6/28/2024 11:05:44 AM
Signing Complete	Security Checked	6/28/2024 11:05:51 AM
Completed	Security Checked	6/28/2024 11:05:51 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact SHI International Corp OBO City of Spokane:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [klund@spokanecity.org](mailto:klund@spokanecity.org)

**To advise SHI International Corp OBO City of Spokane of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

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

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.