



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

June 17, 2013

City Clerk File Nos.:

OPR 2013-0448

○ OPR 2013-0449

COUNCIL ACTION MEMORANDUM


RE: INTERLOCAL AGREEMENT WITH SPOKANE COUNTY TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL and INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT OF 1998 WITH SPOKANE COUNTY

During its 3:30 p.m. Briefing Session held Monday, June 10, 2013, upon review of the June 17, 2013, Advance Agenda, the Spokane City Council took the following actions:

Motion by Council Member Waldref, seconded by Council Member Salvatori, to suspend the Council Rules; **carried unanimously.**

Motion by Council Member Fagan, seconded by Council Member Waldref to **add** the following two items to the Council's June 17 Advance Consent Agenda; **carried unanimously:**

- Interlocal Agreement with Spokane County to establish the Spokane Area Workforce Development Council as a Washington Non-profit corporation and to designate the SAWDC as the fiscal and administrative agent of the Spokane Area Consortium. (OPR 2013-0448)
- Interlocal Consortium Agreement under the Workforce Investment Act of 1998 with Spokane County to terminate the most recent (2000) Interlocal Cooperation Agreement and form a new consortium with the newly created Workforce Development Council non-profit corporation as the fiscal and administrative agent. (OPR 2013-0449)


Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:

06/17/2013

Date Rec'd 6/10/2013

Clerk's File # OPR 2013-0449

Renews #

Cross Ref #

Project #

Bid #

Requisition #

Submitting Dept CITY ATTORNEY

Contact Name/Phone PAT DALTON 625-6283

Contact E-Mail PDALTON@SPOKANECITY.ORG

Agenda Item Type Contract Item

Agenda Item Name INTERLOCAL AGREEMENT

Agenda Wording

An Interlocal Consortium Agreement under the Workforce Investment Act of 1998 between Spokane County, Washington, and the City of Spokane, Washington.

Summary (Background)

The City and County have for years had interlocal agreements in effect creating a "consortium" to administer the Workforce Investment Act and expend federal funds on improving the quality of the workforce, reducing dependency on welfare and enhancing the productivity of the region by increasing employment. This Interlocal agreement will terminate the most recent (2000) Interlocal and form a new consortium with the newly created WDC non-profit corporation as the fiscal and administrative agent.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head DALTON, PAT

Division Director

Finance LESESNE, MICHELE

Legal DALTON, PAT

For the Mayor SANDERS, THERESA

Council Notifications

Study Session

Other

Distribution List

P. Dolan

D. Erickson

L. Meakin

Additional Approvals

Purchasing

APPROVED BY SPOKANE CITY COUNCIL ON

June 17, 2013

 SPOKANE CITY CLERK

INTERLOCAL CONSORTIUM
AGREEMENT
UNDER THE

WORKFORCE INVESTMENT ACT OF 1998

BETWEEN

SPOKANE COUNTY, WASHINGTON AND THE
CITY OF SPOKANE, WASHINGTON

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 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 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 WIA provides in 29 U.S.C. § 2832(c)(3)(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 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, 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 WIA requires the establishment of a Workforce Development Council to provide policy guidance and oversight with respect to a local five 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 and the CITY now have 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 is appropriate to form the Spokane Area Workforce Development Council as a non-profit corporation.

NOW, THEREFORE, the County of Spokane and the City of Spokane do hereby 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 WIA 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 WIA and regulations promulgated thereunder, and in accordance with the nomination process prescribed by the SAWDC bylaws;
5. approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO;
6. approve the SAWDC's five-year strategic and operational plan;
5. make recommendations on and approve the SAWDC's selection of workforce service providers; and
6. 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 WIA, and in compliance with the requirements established by the Governor of the State of Washington, the five-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 five-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 Investment Act of 1998, referred to as the WIA, Public Law 105-220, 29 U.S.C. §2801 et seq., and federal rules and regulations (20 CFR Part 652), (WIA 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 PL 105-220.
- C. SAWDC shall, with the concurrence of the Consortium, develop annual budgets for itself and for the programs as described in the five-year strategic and operational plan and pursuant to the WIA.
- D. SAWDC shall provide policy guidance and direction on all matters pertaining to the provision of services under the WIA.
- 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 WIA.
- 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 WIA and according to the procedures set forth in the five-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 WIA, 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 OMB Circular A-133, and 29 CFR 97.25.
- M. SAWDC shall procure audits of funds as required under the WIA 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 WIA.
- 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 117(d)(3)(B) of the WIA, 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 WIA to the local grant sub-recipient and local fiscal agent. This designation is effective July 1, 2013 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 WIA 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 WIA 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.

The COUNTY, the CITY, and the SAWDC further agree that the unrestricted workforce development fund balance in the City of Spokane Fund 1830, Project Hire Program 99026, and Fund 1850 shall be transferred to the Spokane Area Workforce Development Council within thirty (30) days of its designation as local grant recipient and local fiscal agent as provided in section IV. A above.

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 procedures 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 WIA 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 WIA Budget

1. At the beginning of the SAWDC's fiscal year, the SAWDC shall provide the Consortium a proposed WIA annual budget for comment. The SAWDC shall apply the grant funds received under the WIA 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 WIA. This notification shall be provided in writing. A copy of the full application shall be provided upon submission to the funder.

E. 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 OMB Circular A-133, 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.

F. Deposit and Disbursement of WIA funds

All funds made available to the Local Area pursuant to the WIA 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 WIA.

G. 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 WIA 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. The Consortium assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the SAWDC, any of its employees, or any other person or entity by reason of this designation, except as set forth herein regarding withdrawal of designation. The SAWDC shall protect, defend, indemnify, and save harmless the COUNTY, the CITY and any of their officers, agents, and employees from and against any and all claims, costs, or losses whatsoever occurring or resulting from: (1) The SAWDC's failure to pay any such compensation, wages, benefits, or taxes, or (2) the supplying to the SAWDC of work, services, materials, or supplies by any SAWDC employees or other suppliers in connection with or support of the performance under this designation, except as set forth herein regarding withdrawal of designation.
- B. The SAWDC is financially responsible for and, following an audit exception, shall repay the Consortium all amounts indicated therein that the Consortium is required to pay due to the negligence, intentional act, or failure, for any reason, of the SAWDC, its officers, employees, agents, or representatives to comply with the conditions of this Agreement, the WIA or any rules or regulation promulgated there under. This duty to repay the Consortium shall not be diminished or extinguished by the expiration or prior termination of this Agreement.
- C. 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.

- D. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.
- E. The SAWDC shall procure and maintain for the duration of this designation, insurance as specified in Attachment B to this Agreement.

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 WIA.

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.

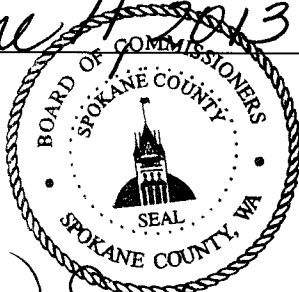
SPOKANE COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

DATED: June 14, 2013

[Signature]
SHELLY O'QUINN, Chair

ATTEST:



[Signature]
AL FRENCH, Vice Chair

[Signature]
Daniela Erickson
Clerk of the Board

[Signature]
TODD MIELKE, Commissioner

CITY OF SPOKANE:

DATED: June 21, 2013

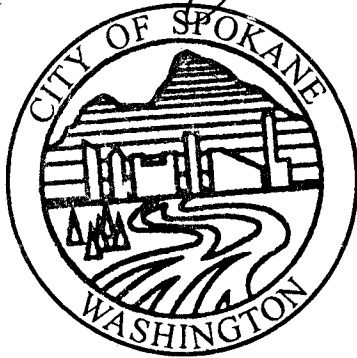
By: [Signature]
City Administrator

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



Spokane Area Workforce Development Council

By: [Signature]
Its: Chief Executive Officer

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 Consortium and Spokane County Risk Management Department. Work or responsibilities under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the Consortium and County of Spokane. 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 Consortium and Spokane County Risk Management Department. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the Consortium. The policy shall be endorsed and the certificate shall reflect that the Consortium, 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 Consortium, 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 Consortium and Spokane County Risk Management Department and filed with the Consortium. Upon request, SAWDC shall forward to the Consortium and/or Spokane County Risk Management Department 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. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:

6.1. **GENERAL LIABILITY INSURANCE:** SAWDC shall have Commercial General Liability with limits of \$1,000,000.00 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 Consortium, 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 Consortium, COUNTY, CITY and their Officers, Agents And Employees Are Named Additional Insured.”**

6.2. PROOF OF AUTOMOBILE INSURANCE: SAWDC shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 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 Consortium and Spokane County Risk Management Department.

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

NO. 13 - 0572

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
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 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, 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 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, the WIA provides in 29 U.S.C. § 2832(c)(3)(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 WIA, and (2) in carrying out any other responsibilities assigned to such officials under the WIA; 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 WIA requires the establishment of a Workforce Development Council to provide policy guidance and oversight with respect to a local five 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 and the City have agreed it is appropriate to form the Spokane Area Workforce Development Council as a non-profit corporation 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.

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 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" pursuant to which Spokane County and the City of Spokane will 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.

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



ATTEST:
CLERK OF THE BOARD

Daniela Erickson
Daniela Erickson 13-0572

BOARD OF COUNTY COMMISSIONERS
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