

 <b>Agenda Sheet for City Council Meeting of:</b> 11/29/2021		<b>Date Rec'd</b>	9/9/2021
		<b>Clerk's File #</b>	OPR 2021-0616
		<b>Renews #</b>	
<b>Submitting Dept</b>	FACILITIES MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE X6064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR22907
<b>Agenda Item Name</b>	5900 - ILA FOR ENVISION CENTER COST SHARING		
<b>Agenda Wording</b>			
This interlocal agreement establishes the interlocal relationship between Workforce Development, Spokane County, and the City of Spokane and agreed upon cost contribution by each agency over the life of the agreement.			
<b>Summary (Background)</b>			
The City of Spokane, Spokane County, and Workforce Development are working in partnership to support Envision Spokane and are collaborating on a transition of responsibility for the property lease to Spokane County. This interlocal establishes the framework between the three parties, setting terms for cost sharing and other elements.			
Lease? YES	Grant related? NO	Public Works? NO	
<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 48,960 (June-Aug 2021)	#	5900-30900-18200-54501-89011
Revenue	\$ 32,640 (June-Aug 2021)	#	5900-30900-99999-36710-89011
Expense	\$ 29,110.67 (Sept-Dec 2021)	#	5900-30900-18200-54501-89011
Expense	\$ 87,332 (2022); 36,388.33 (2023)	#	5900-30900-18200-54501-89011
<b>Approvals</b>		<b>Council Notifications (9/20/21 CC Mtg )</b>	
<b>Dept Head</b>	TEAL, JEFFREY	<b>Study Session\Other</b>	PIES 7/26/21; 9/20/21 CC Mtg
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CP Beggs
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	twallace@spokanecity.org; jteal@spokanecity.org; dsteele@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	bbeggs@spokanecity.org; hallers@spokanecity.org	
<b>Additional Approvals</b>		mhughes@spokanecity.org; cbaird@spokanecity.org	
<b>Purchasing</b>		kbustos@spokanecity.org; ddaniels@spokanecity.org	
<b>ACCOUNTING - LEASE</b>	HUGHES, MICHELLE	ablain@spokanecity.org; jemacio@spokanecounty.org	
		kbustos@spokanecity.org	

Approved by Spokane City  
Council on: 11/29/2021

DocuSigned by:  
  
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City Clerk

## Briefing Paper PIES Committee

<b>Division &amp; Department:</b>	Finance – Facilities Department
<b>Subject:</b>	Interlocal Agreement between the City of Spokane, Spokane County, and Spokane Area Workforce Development regarding cost sharing for the Envision Center
<b>Date:</b>	07/26/2021
<b>Author (email &amp; phone):</b>	dsteELE@spokanecity.org 625-6064
<b>City Council Sponsor:</b>	Councilwoman Kinnear
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	N/A
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	8/1/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of an interlocal agreement with the City of Spokane, Spokane County, and Workforce Development establishing the parameters of the long-term partnership supporting the Envision Center.
<b>Background/History:</b> The City of Spokane, Spokane County, and Workforce Development are working in partnership to support Envision Spokane and are collaborating on a transition of responsibility for the property lease to Spokane County. This interlocal establishes the framework between the three parties, setting terms for cost sharing and other elements.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>This interlocal agreement establishes the interlocal relationship between Workforce Development, Spokane County, and the City of Spokane and agreed upon cost contribution by each agency over the life of the agreement.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i>	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	



**INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE AND  
SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL REGARDING THE LEASE OF  
SPACE FOR THE RESOURCE CENTER OF SPOKANE COUNTY**

**THIS INTERLOCAL AGREEMENT** (“Agreement”), made and entered into among Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “**COUNTY**”, the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “**CITY**”, and Spokane Area Workforce Development Council, a non-profit corporation of the State of Washington having offices for the transaction of business at 140 S. Arthur Street, Suite 300A, Spokane, Washington 99202, hereinafter referred to as “**SAWDC**”, each individually referred to as a PARTY and jointly referred to along with the COUNTY and CITY as the PARTIES. The PARTIES agree as follows:

**SECTION 1.                      RECITALS AND FINDINGS**

(A) Pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), the PARTIES may contract with each other to perform certain functions which each may legally perform.

(B) Pursuant to the provisions of RCW 36.32.120(6), COUNTY has the care of Spokane County property and the management of Spokane County funds and business and in this capacity, can participate in programs providing a range of services that meet the needs of Spokane County residents to help stabilize their living situations and enter a path of economic self-sufficiency that leverages the strong connection to the workforce system.

(C) Pursuant to the provisions of 29 USC § 3102 et seq., Congress of the United States enacted the Workforce Innovation and Opportunity Act (“WIOA”) on July 22, 2014 to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The WIOA superseded the Workforce Investment Act of 1998 (“WIA”). The COUNTY and CITY formed the SAWDC to receive federal dollars and implement the WIA and its successor the WIOA.

(D) The CITY to further its responsibilities under the WIOA entered into a lease of certain space located at 130 South Arthur, Spokane, Washington with Ulupalakua Ranch, Inc., (“Lease”) wherein SAWDC operates a Spokane County Resource Center which brings together various service providers providing a range of services that meet Spokane County residents’ needs to help stabilize their living situations and enter paths toward economic self-sufficiency. The Lease between the CITY and Ulupalakua Ranch, Inc. expired on May 31, 2021. It was extended for an additional three (3) month time frame through August 31, 2021. The rent under the Lease for June 2021, July 2021, and August 2021 was \$48,960 or \$16,320 per month. At the end of the three (3) month time frame, a new lease for the space at 130 South Arthur will be entered into between COUNTY and Ulupalakua Ranch, Inc. (“New Lease”). The New Lease will be for the same space as under the Lease. The term of the New Lease will be twenty-one months from September 1, 2021 through May 31, 2023. The rent under the New Lease will be \$261,966 annually or \$21,833 per month. The PARTIES desire to equally split the rent under the Lease for June 2021, July 2021 and August 2021, as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023.

**SECTION 2.                      PURPOSE**

The purpose of this Agreement is to reduce to writing the PARTIES’ understanding regarding their respective financial obligations to equally split the rent under the Lease for June 2021, July 2021 and August 2021 as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023.

The rent under the Lease for June 2021, July 2021 and August 2021 is \$16,320 per month for a total of \$48,960. Each PARTY will pay 1/3 of the total amount of \$48,960 or \$16,320 each.

The rent under the New Lease for the term of September 1, 2021 through May 31, 2023 will be \$21,833 per month for a total of \$458,493. Each PARTY will pay 1/3 of the total amount of \$458,493 or \$152,831 each. Provided, however in the event the total amount of rent under the New Lease for the term of September 1, 2021 through May 31, 2023 exceeds \$21,833 per month for a total of \$458,493, the PARTIES agree that the amount each PARTY pays will be adjusted in the last quarterly payment so the total rent for the entire term is split equally among the PARTIES.

### **SECTION 3. DURATION AND TERMINATION**

This Agreement shall commence upon execution of the Agreement by the PARTIES and shall terminate at the end of the New Lease. Provided, however, if the New Lease is extended by the COUNTY, SAWDC will be fully and solely responsible for the rent amounts as they become owing and due. COUNTY will advise SAWDC prior to March 1, 2023 of its desire to extend the New Lease subject to agreement with Ulupalakua Ranch, Inc., the term of the extension, and the monthly rent amount. SAWDC shall advise the COUNTY on or before April 1, 2023 if it can assume the sole responsibility for the rent amounts under the extended New Lease.

The CITY's participation or involvement in an extended New Lease shall require the CITY's written agreement.

Once this Agreement is executed it cannot be terminated by any PARTY nor can any PARTY withdraw.

### **SECTION 4. RESPONSIBILITIES OF THE PARTIES**

#### **(A.) COUNTY RESPONSIBILITIES:**

The COUNTY will execute a New Lease for the same space and under substantially the same terms and conditions as identified in the Lease between CITY and Ulupalakua Ranch, Inc, consisting of approximately 20,116 rentable square feet located at 130 South Arthur, Spokane, Washington. The New Lease will be for a twenty-one (21) month term commencing September 1, 2021 and terminating May 31, 2023. The rent under the New Lease for the term of September 1, 2021 through May 31, 2023 will be \$21,833 per month for a total of \$458,493.

The COUNTY will pay all rent owing and due under the New Lease. The rent under the New Lease is due at the beginning of the month for each month. The COUNTY at the end of each three (3) month term of the New Lease will bill the CITY and SADC their proportionate share of the rent for that three (3) month time frame. The CITY and SAWDC shall reimburse the COUNTY their proportionate share of the rent for that three (3) month time frame within thirty (30) calendar days of billing. Billing statements shall be send via e-mail to the PARTIES' representatives set forth below. For example, for the time frame from September 1, 2021 through November 30, 2021, COUNTY will pay the monthly rent under the New Lease of \$21,833 per month for a total rental payment of \$65,499. At the end of November 2021, COUNTY will bill CITY and SAWDC one-third (1/3) of this amount or \$21,833 each. City and SAWDC shall pay the COUNTY this amount within thirty (30) days of billing.

#### **(B.) CITY'S RESPONSIBILITIES:**

The CITY will pay all rent owing and due under the Lease for the months of June 2021, July 2021 and August 2021. The rent is due at the beginning of the month for the month. The rent under the Lease for June 2021, July 2021 and August 2021 is \$16,320 per month for a total of \$48,960. At the end of the three- month time frame, the CITY will divide the total monthly rental payment due under the Lease by three (3) and bill to COUNTY and SAWDC their proportionate share. The COUNTY and SAWDC shall reimburse the CITY their



proportionate share within thirty (30) days of billing. Billing statements shall be send via e-mail to the PARTIES' representatives set forth below. For example, for the time frame of June 1, 2021 through August 1, 2021, CITY will pay the monthly rent under the Lease of \$16,320 per month for a total rental payment of \$48,960. At the end of August 2021, CITY will bill COUNTY and SAWDC one-third of this amount or \$16,320 each.

(C.) **SAWDC'S RESPONSIBILITIES:**

In addition to the responsibilities in (A.) and (B.) above, SAWDC will also be responsible for operating the Resource Center of Spokane County in the space identified in the Lease and New Lease and programming the space for the purpose of bringing together various service providers providing a range of services that meet Spokane County residents' needs to help stabilize their living situations and enter paths toward economic self-sufficiency. All prior agreements, arrangements, memorandums of understanding or other arrangements the CITY has or may have had with any of the service providers located at the Resource Center of Spokane County are void or otherwise superseded by the SAWDC'S operation of the Resource Center of Spokane County upon this Agreement being fully executed by the PARTIES.

To the extent the New Lease allows the COUNTY to sublease, and subject to any Landlord approval required in conjunction therewith, the COUNTY will entertain a request by SAWDC to sublease any of the space which is the subject of the New Lease. Any sublease revenues will be applied to the rental payment obligation of the COUNTY under the New Lease. As such each Party will have its 1/3 obligation for rental payments under the New Lease reduced by 1/3 of any revenues received from a sublessee.

SAWDC shall be responsible for executing the Subtenant Rider attached to the New Lease and complying with all provisions within the Subtenant Rider. A copy the New Lease to include Subtenant Rider is Attached hereto as Attachment "A".

Additionally, SAWDC in conjunction with operating the Resource Center of Spokane County in the space identified in the New Lease, at its sole cost and expense, and for the mutual benefit of COUNTY and SAWDC, shall carry and maintain:

- (a) Property insurance covering all personal property located on the space identified in the New Lease.
- (b) General Liability Insurance, including property damage, insuring COUNTY and SAWDC against liability for injury to persons or property occurring in or about the space identified in the New Lease or arising out of the maintenance, use or occupancy thereof. The liability limit under such insurance shall not be less than \$2,000,000.00 per occurrence, which includes general aggregate, products, completed operation and fire damage. The policy shall be endorsed and the certificate of insurance shall reflect that the County of Spokane is an additional named insured on SAWDC's general liability policy with respect to activities under the operation of the Resource Center of Spokane County in the space identified in the New Lease. SAWDC's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized 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 and any required endorsement(s). Proof of insurance must be forwarded to the COUNTY annually. The certificate shall reflect that the COUNTY is a named Certificate Holder on SAWDC'S general liability policy with respect to obligations to operate the Resource Center of Spokane County in the space identified in the New Lease. The insurance afforded therein shall be primary insurance any insurance or self-insurance carried by the SAWDC shall be excess and not

contributory insurance to that provided by the SAWDC. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY.

Failure of the SAWDC to fully comply with the insurance requirements set forth herein, during the term of the their operation of the Resource Center in the space identified in the New Lease, or any renewal or extension thereof, shall be considered a material breach of their responsibility herein and in such instance, the COUNTY may acquire the insurance provided for herein and bill the SAWDC the amount thereof which shall be paid by SAWDC within thirty (30) days of billing or in the alternative, COUNTY may terminate its financial participation provided for under this Agreement. The COUNTY's ability to terminate its financial participation in this Agreement under this provision shall supersede any provision to the contrary in this Agreement.

COUNTY and SAWDC hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies including any extended endorsement thereto. This release shall be inapplicable only to the extent that it would have the effect of invalidating any insurance coverage of COUNTY and SAWDC.

SAWDC shall defend, indemnify, and hold COUNTY harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of SAWDC or any occupants it allows to use the space identified in the New Lease to include the occupant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees arising from any breach of SAWDC's operation of the Resource Center of Spokane County in the space identified in the New Lease. SAWDC shall use legal counsel reasonably acceptable to COUNTY in defense of any action within SAWDC's defense obligation.

**SECTION 5.                    NOTICE**

All notices, other than billings addressed in Section 4, shall be in writing and served on any of the PARTIES either personally or by certified mail, return-receipt requested, at their respective addresses set forth above. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

Notices with respect to billing statements addressed in Section 4 shall be sent via email to:

COUNTY:            Gary Petrovich  
                         Chief Budget Officer  
                         [gpetrovich@spokanecounty.org](mailto:gpetrovich@spokanecounty.org)

CITY:                Tonya Wallace  
                         Chief Financial Officer  
                         [twallace@city.org](mailto:twallace@city.org)

SAWDC             Mark Mattke  
                         Chief Executive Officer  
                         [mmattke@spokaneworkforce.org](mailto:mmattke@spokaneworkforce.org)

**SECTION 6.                    COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.



**SECTION 7.                      RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of the other party for any purpose.

**SECTION 8.                      MODIFICATION**

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

**SECTION 9.                      DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the PARTIES cannot resolve the dispute it will be submitted to arbitration. 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 three selected arbitrators shall then jointly select a fourth arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

**SECTION 10.                      VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION 11. SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**SECTION 12.                      RECORDS**

All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law.

**SECTION 13.                      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.

**SECTION 14.                      WAIVER**

No officer, employee, agent or otherwise of any PARTY, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law.

**SECTION 15. TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case any PARTY fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the affected PARTY may, at its election, hold the other party liable for all costs and damages caused by such delay.

**SECTION 16. EXECUTION AND APPROVAL**

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

**SECTION 17. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly any benefit or right, greater than that enjoyed by the general public, to third persons.

**SECTION 18. ASSIGNMENT**

This Agreement shall not be assigned, sublet, pledged, conveyed, sold, transferred, or otherwise disposed of in whole or in part without the express written consent of the PARTIES.

**SECTION 19. HEADINGS**

The article headings 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 appertain.

**SECTION 20. ANTI-KICKBACK**

No officer or employee of any PARTY, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

**SECTION 21. RCW 39.34 REQUIRED CLAUSES**

- (A.) **PURPOSE:** See Section 2 above.
- (B.) **DURATION:** See Section 3 above.
- (C.) **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- (D.) **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- (E.) **AGREEMENT TO BE FILED:** The PARTIES shall file this Agreement as provided in RCW 39.34.040
- (F.) **FINANCING:** Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process as set forth herein.



(G.) **TERMINATION:** See Section 3 above.

(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.

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

**SPOKANE COUNTY**

DATED: 8.31.2021

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Gianna Vasquez  
Gianna Vasquez, Clerk of the Board

Josh Kerns  
JOSH KERNS, CHAIR

Mary L. Kuney  
MARY L. KUNEY, VICE-CHAIR

Al French  
AL FRENCH, COMMISSIONER

DATED: 12/3/2021

**CITY OF SPOKANE**

DocuSigned by:  
By: Johnnie Perkins  
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Attest:

DocuSigned by:  
Lina Hoff  
CC56CBA4DCC84D6...  
City Clerk

Title: City Administrator DS

Approved as to form:

DocuSigned by:  
Mike Piccolo  
Assistant City Attorney



DATED: \_\_\_\_\_

SAWDC  
DocuSigned by:  
By: [Signature]  
3891A1B318614AA...

Title: CEO

NO. 21 - 0602

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE )  
EXECUTION OF AN INTERLOCAL )  
AGREEMENT AMONG SPOKANE COUNTY, )  
CITY OF SPOKANE AND SPOKANE AREA )  
WORKFORCE DEVELOPMENT COUNCIL )  
REGARDING THE LEASE OF SPACE FOR )  
THE RESOURCE CENTER OF SPOKANE )  
COUNTY AND OTHER MATTERS )  
RELATED THERETO )

**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; 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 has the care of Spokane County property and the management of Spokane County funds and business and in this capacity can participate in programs providing a range of services that meet the needs of Spokane County residents to help stabilize their living situations and enter a path of economic self-sufficiency that leverages the strong connection to the workforce system; and

**WHEREAS**, pursuant to the provisions of 29 USC § 3102 et seq., Congress of the United States enacted the Workforce Innovation and Opportunity Act (“WIOA”) on July 22, 2014 to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The WIOA superseded the Workforce Investment Act of 1998 (“WIA”). The County and City of Spokane (“City”) formed the Spokane Area Workforce Development Council (“SAWDC”) to receive federal dollars and implement the WIA and WIOA; and

**WHEREAS**, the City to further its responsibilities under the WIOA entered into a lease of certain space located at 130 South Arthur, Spokane, Washington with Ulupalakua Ranch, Inc., (“Lease”) wherein SAWDC operates a Resource Center of Spokane County which brings together various service providers providing a range of services that meet Spokane County residents’ needs to help stabilize their living situations and enter paths toward economic self-sufficiency. The Lease between the City and Ulupalakua Ranch, Inc. expired on May 31, 2021. It was extended for an additional three (3) month time frame through August 31, 2021. The rent under the Lease for June 2021, July 2021, and August 2021 was \$48,960 or \$16,320 per month. At the end of the three (3) month time frame, a new lease for the space at 130 South Arthur, Spokane Washington will be entered into between County and Ulupalakua Ranch, Inc. (“New Lease”). The New Lease will be for the same space as under the Lease. The term of the New Lease will be twenty-one months from September 1, 2021 through May 31, 2023. The rent under the New Lease will be \$21,833 per month. The PARTIES desire to equally split the rent under the Lease for June 2021, July 2021 and August 2021, as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023; and



**WHEREAS**, the County, City and SAWDC desire to reduce to writing their understanding regarding their respective financial obligations to equally split the rent under the Lease for June 2021, July 2021 and August 2021, equally split the rent under the New Lease for September 1, 2021 through May 31, 2023 and other matters related to the New Lease.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.030 and 29 USC § 3102 et seq., that either the chair of the Board or the Board be and are hereby authorized to execute that document entitled "*INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE AND SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL REGARDING THE LEASE OF SPACE FOR THE RESOURCE CENTER OF SPOKANE COUNTY*" pursuant to which the County, City and SAWDC will reduce to writing their understandings regarding their respective financial obligations to equally split the rent under the Lease identified above for June 2021, July 2021 and August 2021, equally split the rent under the New Lease identified above for September 1, 2021 through May 31, 2023, and other matters related to the New Lease.

PASSED AND ADOPTED this 31<sup>st</sup> day of August, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

GINNA VASQUEZ  
GINNA VASQUEZ, Clerk of the Board

JOSH KERN  
JOSH KERNS, Chair

MARY L. KUNEY  
MARY L. KUNEY, Vice-Chair

AL FRENCH  
AL FRENCH, Commissioner