BY THE BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY

RESOLUTION NUMBER 2015-51

This resolution having come duly before the Board of County Commissioners having attached to it and incorporated herein by this reference the Interlocal Governmental Agreement creating the Eastern Washington Partnership for the purpose of implementing the Workforce Innovation and Opportunity Act within a nine-county area of eastern Washington that includes this county, and the Board of Commissioners being fully apprised in the premises of the Act, and desiring to execute the Interlocal Governmental Agreement on behalf of this County,

NOW THEREFORE, be it Resolved:

That adoption of this Resolution constitutes execution of the Interlocal Governmental Agreement creating the Eastern Washington Partnership for the County.

Done this 28th day of December, 2015.

Stephen Kiss, Chair

Mike Manus, Vice-Chair

Absent
Karen Skoog, Commissioner

ATTEST:

Rhonda Cary, Clerk of the Board

COPY

Eastern Washington Partnership

320 North Main • Colville WA 99114 • (509) 684-8421

Asotin • Columbia • Ferry • Garfield • Lincoln • Pend Oreille • Stevens • Walla Walla • Whitman

INTERLOCAL GOVERNMENTAL AGREEMENT CREATING THE EASTERN WASHINGTON PARTNERSHIP

This Agreement made and entered into by and between the Counties of Asotin, Columbia, Ferry, Garfield, Lincoln, Pend Oreille, Stevens, Walla Walla and Whitman, each a political subdivision of the state of Washington, and public agencies under Revised Code of Washington Section 39.34.030, by duly adopted Resolutions of the individual Boards of County Commissioners of each of the Counties authenticated copies of which are attached hereto in execution:

WHEREAS, any power or powers, privileges, or authority capable of exercise by a county of this state may be exercised and jointly enjoyed with any other county or counties as authorized by RCW 39.34.030, and

WHEREAS, any county may, by lawfully adopted resolution, create a public corporation, commission, or authority to administer and execute Federal grants or programs, to receive and administer funds, goods, or services for any lawful public purpose and to limit the liability of such public corporation, commission or authority to the assets and properties of such to prevent recourse to such counties of their assets or credit pursuant to RCW 35.21.730, and

WHEREAS, any public corporation, commission or authority may be granted broad corporate powers pursuant to RCW 35.21.745, and

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as the Act) established a program to prepare youth, dislocated workers and adults for entry into the labor force, and

WHEREAS, the Governor of the State of Washington, pursuant to the Act has designated these nine counties, a combination of units of general local government, as a Workforce Development Area (WDA) under the Act, and

WHEREAS, these nine counties desire to exercise their joint implementation responsibility through an entity to be known as the Eastern Washington Partnership,

NOW THEREFORE, each of the nine Counties, by individual Resolution of the Board of Commissioners of each County executes this Interlocal Governmental Agreement, and agrees in exchange for the agreement of each of the nine other counties to create the Eastern Washington Partnership by adoption of the following Articles of Partnership:

ARTICLE I Name The name of the municipal corporation created hereby is the Eastern Washington Partnership.

ARTICLE II Duration The Partnership shall have perpetual existence.

ARTICLE III Purpose The purpose of the Partnership is to implement the Act within the WDA comprising the nine counties, and to engage in other activities as are consistent therewith.

ARTICLE IV Organization The Partnership shall be organized as set forth herein. The principal organizational components shall be a Regional Board, a Workforce Development Council and an administrative entity/grant recipient and planning support entity.

A) The Regional Board shall be comprised of one County Commissioner appointed in accordance with the procedures of the individual counties by each of the nine counties, for a total of nine members. The Regional Board shall exercise those powers specified in the Act as those of the chief elected official or officials, provided that the Regional Board may elect one or more of their members to exercise some of all of the powers and duties of the chief elected official, or may designate any individual so to act if so permitted by the Act. The Regional Board will prescribe such additional policies, rules and regulations as may be necessary or desirable for the administration of the Act.

B) The Workforce Development Council (WDC) shall be formed and appointed by the Regional Board. The WDC will be representative of the industrial and demographic composition of the WDA business community. The WDC will not exceed 19 members and will include at least 51 percent private sector business members and representatives from the following: education agencies, vocational/rehabilitation agencies, economic development agencies, labor organizations/ trade councils, community-based organizations, and the public employment service. Council members will be appointed for two years. The WDC shall have a minimum of one representative from each of the nine counties.

The Regional Board in cooperation with the WDC shall establish a youth committee. Members of the youth committee shall include a member or members of the WDC who have a special interest or expertise in youth policy, and may include representatives of youth agencies including juvenile justice organizations with experience relating to youth activities, Job Corps, and others as deemed appropriate by the local board chair and chief local elected official.

C) The Regional Board shall approve the workforce development strategic plan (or modifications) along with the local WDC and jointly submit such a plan (or modifications) to the Governor for approval, and carry out other responsibilities in accordance with their agreement with the local WDC. The designation of the administrative organizational structure, which includes the selection of organization(s) responsible for the administration, Workforce Development Council planning support, service provider selection, contract management, and grant recipient will be specified in the agreement between the Regional Board and the Workforce Development Council.

D) The Regional Board along with the Workforce Development Council will designate, certify, and develop memoranda of understanding with one-stop operators, negotiate local performance standards with the State, approve the WDC budget and provide oversight of the local system, develop policy on a voucher system for job seekers and consumer reports, and select the adult, dislocated worker and youth programs service providers. The Regional Board shall name a chief local elected official who has the authority to sign for all counties.

ARTICLE V Limitation of Liability and Indemnity The liability of the Partnership shall be limited per RCW 35.21.750 to the assets and properties held in its own name or held for its exclusive use and benefit, and no creditor or other person shall have any right of action against the nine counties, or any of them, for any liability incurred by the Partnership.

The Regional Board may designate an administrative entity to act as the subrecipient for the grant funds. The entity will indemnify each of the counties for claims or causes of action arising out of its administration of the grants program. Further, the entity will obtain and/or retain insurance coverage for liability and/or damage claims. Such insurance coverage shall also be required for all contracts with service providers. Such contracts shall contain clauses which will indemnify each of the counties and the administrative entity for claims or actions arising out of the service providers' administration of the grants program.

In the event that there are any cash liabilities which cannot be discharged in any other manner, the liabilities shall be borne by the Regional Board. Payments shall be made by the counties in proportion to the expenditure of funds in each of the nine (9) counties in the year and the program in which the event causing cash liability occurred.

Members of the Regional Board, the Workforce Development Council, and the administrative staff shall have the right to indemnity for any liability incurred by them in the course of acting in their respective official Partnership capacities, and for the costs and expenses incurred in the defense of any action.

ARTICLE VI Amendment These Articles may be amended with concurrence by the Regional Board by resolution of each of the Boards of County Commissioners or by a single commissioner empowered by resolution on behalf of their respective county of the nine counties.

ARTICLE VII Severability If any one or more of the terms, provisions, covenants, or conditions of this agreement shall be judged to be invalid, unenforceable, void, or voidable to any extent for any reason by a court of competent jurisdiction, each and all of the remaining terms, provisions, covenants, and conditions of this agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE VIII Termination Termination of this Agreement and of the Eastern Washington Partnership shall be accomplished in accordance with procedures to be prescribed by the Regional Board of the Partnership with any or all of the following provisions:

A) Any Party to this Agreement may withdraw from it not later than four months before the beginning of the program year as defined under WIOA by giving written notice to the other Parties and the Governor.

B) The Regional Board of the Eastern Washington Partnership may terminate this Agreement in the event expected or actual funding from the State, Federal, or other source is withdrawn or substantially reduced in such a fashion as to make the continued operation of the Act feasible. In such case, termination of this Agreement shall be effective upon written notice of termination with receipt acknowledged by all the Parties and the Governor.

C) The transfer to any property owned by the Partnership will be done according to procedures prescribed by the Regional Board to another job training program, another inter-county public organization, or to one or more of the counties.

ARTICLE IX Execution Execution of this Interlocal Agreement shall be by attachment of an authenticated copy of a Resolution of the Board of County Commissioners of each of the nine counties adopted in accordance with the respective procedures of each of the counties.