

**YAKIMA, KITTITAS, KLICKITAT AND SKAMANIA
INTERLOCAL CONSORTIUM
AGREEMENT**

UNDER THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

AMONG

**YAKIMA COUNTY, WASHINGTON
KITTITAS COUNTY, WASHINGTON
KLICKITAT COUNTY, WASHINGTON
SKAMANIA COUNTY, WASHINGTON**

CHARTER

WHEREAS, the Congress of the United States has enacted the Workforce Innovation and Opportunity Act of 2014 to amend the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and

WHEREAS, the WIOA provides in Chapter 2 – Local Provisions Sec. 106, (b) (2) During the first 2 full program years following the date of enactment of this Act, the Governor shall approve a request for initial designation as a local area from any area that was designated as a local area for purposes of the Workforce Investment Act of 1998 for the 2-year period preceding the date of enactment of this Act, performed successfully, and sustained fiscal integrity, and

WHEREAS, the Consortium of Yakima, Kittitas, Klickitat and Skamania Counties have met the conditions of WIOA Chapter 2 – Local Provisions Sec. 106, (b) (2); and

WHEREAS, the Interlocal Cooperation Act of 1967, Chapter 39.34, RCW, permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities; and

WHEREAS, the Interlocal Cooperation Act permits all powers, privileges, or authority exercised or capable of exercise by a public agency of this State to be exercised and enjoyed jointly with any other agency of this State having the same powers, privileges, or authority; and

WHEREAS, the four Counties of Yakima, Kittitas, Klickitat and Skamania have previously formed a four-county consortium for the purpose of being a designated work force development area; and

WHEREAS, the contiguous Counties of Yakima, Kittitas, Klickitat, and Skamania are continue to be desirous of remaining a four-county consortium for the purpose of being a designated work force development area and for the delivery of services pursuant to WIOA;

NOW THEREFORE, the counties of Yakima, Kittitas, Klickitat, and Skamania hereby jointly establish a consortium under the Interlocal Cooperation Act to be governed by the following articles:

ARTICLE I

PURPOSE OF AGREEMENT - Yakima, Kittitas, Klickitat, and Skamania Counties hereby establish a consortium for the purpose of planning, establishing and operating a comprehensive employment and training system according to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and the Federal Regulations issued by the U.S. Secretary of Labor for the implementation of WIOA.

ARTICLE II

MEMBERSHIP - This organization shall be named the South Central Consortium (Consortium) and shall consist of the following parties:

Yakima County
Yakima County Courthouse
Room 416 Courthouse
Yakima, WA 98901

Kittitas County
Kittitas County Courthouse
Fifth and Main
Ellensburg, WA 98926

Klickitat County
Klickitat County Courthouse
205 South Columbus MS-CH-04
Goldendale, WA 98620

Skamania County
Skamania County Courthouse
240 NW Vancouver Avenue
Stevenson, WA 98645

ARTICLE III

AREA AND POPULATION TO BE SERVED - The geographical area and population to be served (as of January 1, 2016) all consist of:

- a) Yakima County, 4,312 square miles; 247,687 population
- b) Kittitas County, 2,333 square miles; 42,522 population
- c) Klickitat County, 1,904 square miles; 20,861 population
- d) Skamania County, 1,684 square miles; 11,340 population

ARTICLE IV

CERTIFICATION OF AUTHORITY - The parties to this agreement certify that they possess full legal authority, as provided by state and local statutes, charters, or ordinances to enter into this agreement, to establish this consortium, and to provide services under WIOA and the regulations.

ARTICLE V

POWERS, FUNCTIONS, AND RESPONSIBILITIES - The Consortium shall exercise such powers, functions, and responsibilities as necessary for the planning, establishing, and operating of a comprehensive employment and training system in accordance with WIOA and regulations promulgated to implement the WIOA.

ARTICLE VI

BOARD - There shall be a Consortium Board (Board), which shall which shall carry out all those functions and responsibilities necessary for operating the Consortium, that are not otherwise expressly delegated to other agencies, organizations, or individuals. The Board shall establish rules and procedures as necessary for conducting meetings, to include the following:

- a) Membership - The Board shall be composed of the three County Commissioners from each of the four member Counties, for a total of twelve members.
- b) Executive Committee - The Executive Committee of the Board shall consist of one member from each County Commission appointed by each County's three Commissioners. In the event a county does not appoint a member to the Executive Committee, a member from that county shall be elected by the full membership of the Board. The Executive Committee shall be empowered and authorized to act and conduct business on behalf of the full Board, unless such actions require agreement by each individual county member of the Consortium.
- c) Voting - Each member of the Board shall have one vote. All decisions of the Board shall be made by no less than a majority vote of the Board members attending a meeting where a quorum is present.
- d) Quorum - A quorum of the Board shall consist of a total of not less than four of the twelve members, provided that at least one member from each County is present. A quorum of the Executive Committee shall consist of not less three of the four members.

- e) Chair - By majority vote at a meeting where a quorum is present, the Board shall elect a Chair from the four members of the Executive Committee, who shall serve as chair of both the Board and the Executive Committee.
- f) Chief Elected Official – The Chair of the Board and the Executive Committee shall also serve as local Chief Elected Official (CEO) to act as a liaison and conduct business on behalf of the Consortium.
- f) Meetings - The Board and the Executive Committee shall meet at such times and places as may be designated by the Chair, provided that the Board shall meet at least once in each calendar year and the Executive Committee shall meet at least once every quarter year. In the absence of the Chair, a Chair pro tempore shall be elected by a majority of the members present to preside for that meeting only.
- g) Powers, Functions, and Responsibilities – It is expected that the powers, functions, and responsibilities of the Board, will be carried out in accordance with an agreement between the Consortium and the South Central Workforce Council (SCWDC), providing for the implementation of the WIOA programs by the SCWDC. Alternatively, the Consortium may contract with other eligible entities to carry out the WIOA programs, should the Consortium decide to withdraw some or all of its anticipated delegation of responsibilities from the SCWDC.

The following, however, will remain non-delegable responsibilities of the Consortium:

- 1) Establishment of priorities, goals and objectives of the Consortium and the programs and services to be operated by the Consortium.
- 2) Review and approval of comprehensive plans and modifications thereto.
- 3) Support the applications for funds to be submitted and all contracts and agreements related thereto with the United States Department of Labor, other Federal departments and agencies and other departments and agencies of state or local government as may be required.
- 4) Such other functions as may be deemed appropriate for the discharge of the Consortium's duties and responsibilities under law and regulations.
- 5) Appointment of all local Workforce Council members pursuant to nomination and appointment processes established under WIOA and Regulations promulgated to accomplish the purposes of the WIOA.
- 6) Establish of a One-Stop Committee as prescribed in Section 107(b)(4)(A)(i) of the Workforce Innovation and Opportunity Act.

- 7) Establishment of a Youth Committee as prescribed in Section 107 (b)(4)(A)(ii) of the Workforce Innovation and Opportunity Act.
- 8) Establishment of an Individuals with Disabilities Committee as prescribed in Section 107 (b)(4)(A)(iii) of the Workforce Innovation and Opportunity Act.

ARTICLE VII

GRANT RECIPIENT AND ADMINISTRATIVE ENTITY - In accordance with an anticipated agreement between the local SCWC and the Consortium, the SCWDC is anticipated to be designated as the grant recipient, administrative and fiscal entity of the Consortium, and shall exercise such duties and responsibilities as prescribed by the agreement, in order to implement the WIOA, and regulations promulgated to accomplish the purposes of the WIOA.

This anticipated designation is expected to include authority to:

- a) Receive and disburse funds in accordance with grant agreements and contracts with the State of Washington and the U.S. Department of Labor.
- b) Carry out all necessary functions for operation of the WIOA program including:
 - 1) Executing contracts, sub grants, and other necessary agreements authorized by the Board and the SCWDC.
 - 2) Employing administrative positions to assist in administering the programs authorized by the Grant Recipient.
 - 3) Developing an organization and staffing as authorized by the Grant Recipient.
 - 4) Developing procedures for program planning, operating, assessment and fiscal management; evaluating program performance; initiating necessary corrective action for sub grantees and subcontractors; determining whether there is a need to reallocate resources; and modifying grants. Such procedures shall be consistent with goals and polices developed by the Board and the SCWDC.

ARTICLE VIII

ALLOCATION AND MAINTENANCE OF FUNDS - All funds granted to the Consortium under WIOA or any other legislation shall be allocated and expended among participating Counties for programs and services for which they are intended according to State and Federal formulae, approved plans, grants, and all pertinent laws and regulations. It is anticipated that most grant funds will be held by and implemented through the SCWDC or other designated entity. However, pursuant to RCW 39.34.030 (4)(b), should grant or other funds be required to be held by the Consortium itself, those funds shall be held in a separate "Operating Fund of the South Central Consortium" to be held on the Consortium's behalf by the County Treasurer of one of the four counties designated by the Consortium.

ARTICLE IX

LIABILITY

a) Prior Liability

The parties to this Consortium Agreement agree that each party shall individually meet and assure all prior obligations and liabilities arising out of the operation of programs funded under WIOA prior to July 1, 2014, and to hold harmless all other parties from any such prior liability.

b) Joint and Several Liability for Contract Oversight

Each party to this agreement is responsible for the operation of this Consortium to provide services under WIOA and the Regulations enacted thereto. The parties shall be jointly and severally liable for debts, liabilities, defense of lawsuits, judgments, and obligations incurred by the Consortium which arise under this agreement, WIOA and federal and state regulations, and with respect to the grants, contracts, or agreements administered thereto. As between the parties, each county shall be liable for a share of the Consortium's liabilities proportionate to the population figures set forth in Article III.

c) Hold Harmless

Each party to this agreement agrees to indemnify and hold harmless all other parties to this agreement, their officers, agents, and employees for any claim, action, judgment, or lien for bodily injury or property damage occasioned by or arising out of the performance of this agreement when the bodily injury or property damage is occasioned by the sole negligence of the indemnifying party, its officers, agents, or employees.

ARTICLE X

DURATION AND RENEWAL OF AGREEMENT

- a) The term of this agreement shall take effect on ____, __ 2016, and be in effect until terminated by the parties.
- b) This agreement may be amended from time to time by written agreement of all four parties to the same amended terms and conditions.
- c) Each party hereto shall have the right to withdraw from this Consortium at any time, provided, that the remaining members of the Consortium shall have received written notification of the party's intention to withdraw at least 120 days prior to the proposed effective date of such withdrawal, and provided further, that such notification is received at least 120 days prior to the expiration of the current fiscal grant year period, and provided further, that the withdrawal of a party does not relieve that party from individual or joint and several obligations it may have incurred during the time it remained a member of the Consortium.
- d) This agreement may be executed by the four counties in counterparts.
- e) The agreement shall survive a declaration of invalidity of any of its provisions.

ARTICLE XI

FILING OF THE AGREEMENT– In accordance with RCW 39.34.040, copies of this Agreement shall be filed with the County Auditor of each of the four member counties.

ARTICLE XII

JURISDICTION - This contract shall be governed by the laws of the State of Washington and any action at law or in equity for the enforcement thereof shall be brought and maintained only in the Superior Court for Yakima County, Washington.

Effective this ____ day of ____, 2016.

Yakima, Kittitas, Klickitat and Skamania
Interlocal Consortium Agreement under the
Workforce Innovation and Opportunity Act of 2014

DONE this 5th day of July, 2016

BOARD OF YAKIMA COUNTY COMMISSIONERS



Attest: Tiera L. Girard
Clerk of the Board

BOCC203-2016
July 5, 2016

Approved as to form:

Deputy Prosecuting Attorney

WSBA #35901

Michael D. Leita, Chairman

Kevin J. Bouchey, Commissioner

J. Rand Elliott, Commissioner

*Constituting the Board of County Commissioners
for Yakima County, Washington*

RECEIVED

JUL 08 2016

BY SCWDC

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON
Approved this 2nd day of August, 2016.

Approved As To Form

Legal Counsel
Kittitas County




Commissioner




Commissioner



Commissioner

ATTEST:

Secretary of the Board




The seal is circular with a double-line border. The outer ring contains the text "COUNTY COMMISSIONERS" at the top and "KITTITAS COUNTY WASHINGTON" at the bottom. In the center, the word "SEAL" is written in a bold, serif font.

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Approved this 21st day of June, 2016.


Absent

Approved As To Form



Legal Counsel
Klickitat County

Commissioner



Commissioner




Commissioner

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Approved this 12 day of July, 2016.

Approved As To Form



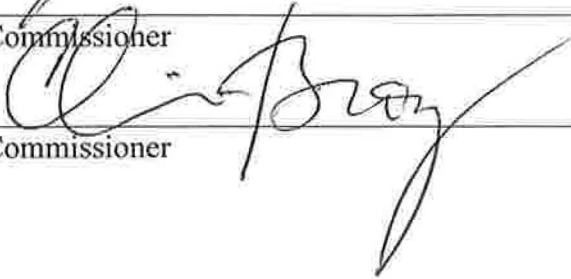
Legal Counsel
Skamania County



Commissioner



Commissioner



Commissioner