

INTERLOCAL COOPERATION AGREEMENT
Among
Adams, Chelan, Douglas, Grant and Okanogan Counties

To Form The

Adams, Chelan, Douglas, Grant and Okanogan Counties
Workforce Development Area

THIS AGREEMENT is made and entered into by and between Adams, Chelan, Douglas, Grant and Okanogan Counties, hereinafter referred to as the "Parties."

WHEREAS, the United States Congress enacted Workforce Innovation & Opportunity Act of 2014 (WIOA) replacing the Workforce Investment Act effective July 1, 2016;

WHEREAS, the Revised Code of Washington, Chapter 39.34 *et. seq.*, titled "Interlocal Cooperation Act," authorizes governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide workforce development and related services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

Whereas, Grant, Adams, Chelan, Douglas and Okanogan Counties, hereinafter referred to as the Parties, received State designation as a Workforce Development Area; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties hereby create a Forum of County Commissioners for the purpose of establishing a process for fulfilling local elected officials' responsibilities under the WIOA for the local WDA. Such purpose is to be accomplished and said common power exercised in the manner hereinafter set forth.

I. FORUM OF COUNTY COMMISSIONERS

The Parties herein establish a Forum of County Commissioners ("Forum") consisting of one Commissioner chosen by each of the five counties that are parties to this agreement.

1. Chair: The Forum shall elect a Chair and Vice Chair in accordance with its bylaws. The Chair shall perform chief elected official responsibilities provided for in applicable Federal and State policy. The Vice Chair shall serve in the Chair's absence.
2. Decisions: Each of the five members of the Forum shall have one vote. A quorum shall consist of three or more Forum members. Decisions shall require the approval of at least three Forum members. Forum members may attend meetings

in person or electronically as permitted by Washington law. The Forum shall adopt bylaws.

3. THE FORUM SHALL:

- A. Exercise and fulfill all collective authority and responsibility of the chief elected officials of the Parties hereto;
- B. Appoint members to the Local Board in accordance with federal policy;
- C. Designate local fiscal agent to receive and administer WIOA grant funds, and any other federal or state funds, pursuant to federal or state law or policy, which are subject to Local Board policy guidance.
- D. Negotiate Joint Powers Agreement with the Local Board to set forth respective roles and responsibilities;
- E. Monitor and approve the overall budget;
- F. Assure that grant funds are distributed equitably to the Counties based upon the criteria established and provided by the State each year;
- G. Concur with the Local Plan submittal to the Governor;
- H. Concur with the Local Board's One Stop MOU;
- I. Concur with the sale or transfer of real property;
- J. Periodically meet to carry out its duties;
- K. Receive and review workforce area monitoring and audit reports
- L. Elect a Chair who shall represent the Chief Local Elected Officials

II. LOCAL WORKFORCE DEVELOPMENT BOARD

In accordance with WIOA Section 107(i) the Forum declares that the Local Workforce Investment Board that existed on the day before this law was enacted, served the five county Area and whose members represented business, labor and other significant sectors.

III. DESIGNATION OF LOCAL FISCAL AGENT

The Forum designates the Local Board to establish and govern a nonprofit corporation under Washington Law to perform fiscal agent duties as authorized and required by Federal and State policy, grant agreements, and other applicable federal, state and local laws and rules. The Board shall implement the functions listed in Section 107 such as preparing a Local Plan. The nonprofit corporation shall be responsible for insuring completion of all deliverables in grant agreements and contracts, insuring compliance with all requirements and responsibilities. The nonprofit corporation shall acquire, hold and dispose of real and personal property consistent with federal policy.

IV. CODE OF CONDUCT

The Forum of County Commissioners and Local Board shall each adopt and adhere to reasonable and prudent Codes of Conduct covering all workforce area activities and expenditures.

V. LIABILITY

The Parties agree that any liability under this or related grant agreements shall be dealt with as follows:

The Local Board's nonprofit corporation shall indemnify, defend, and hold harmless the parties to this Agreement, their officers, agents and employees, from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the managing of the workforce area. If there is any residual liability for the Parties, each party shall be liable for the acts of omissions of its officers, agents or employees. Residual liability pursuant to Section 107 (d)(12)(B)(I) shall be equitably apportioned based on the relative share of Federal funds allocated to each County. The Local Board's nonprofit corporation shall maintain commercial general liability insurance for not less than 2 million dollars per occurrence to protect the Parties. The Local Board's nonprofit corporation shall annually provide to each Party a certificate of insurance naming each Party, its officers and employees, as additional insured. Such certificates shall be accompanied by additional insured endorsements.

- a. All grant agreements and contracts administered by the Local Board's nonprofit corporation shall observe the highest standards of grant administration and accounting in order to minimize disallowed costs,
- b. Waivers or offset against future grant revenues shall be considered in lieu of any cash repayment of disallowed costs:
- c. To the extent cash payment of any liability is required and the payment cannot be offset against grant funds, the general funds of the SkillSource shall be utilized to discharge the liability; and
- d. Finally, as a last resort, cash liabilities which cannot be discharged in any other manner shall be borne by the Parties. Payment shall be made by the Parties in proportion to the allocation of WIOA funds to each of the five counties.

VI. DURATION

This Agreement shall have perpetual existence, except as terminated in Section III herein or by termination of the WIOA.

VII. AMENDMENT

This Agreement may be amended at any time by written agreement signed by the each of the Parties.

VIII. WITHDRAWAL BY PARTY

Any Party shall have the option to withdraw from this Agreement by giving each of the Parties at least 180 days advance written notice, to be effective at the end of the program year in which the notice of withdrawal is given.

IX. SIGNATURE IN COUNTERPARTS

This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the Parties have set their hands and seal.

CHELAN COUNTY

Administration Building
400 Douglas Street #201
Wenatchee, WA 98801

_____, Chair
Board of Commissioners

Date

DOUGLAS COUNTY

Douglas County Courthouse
P.O. Box 747
Waterville, WA 98858

_____, Chair
Board of Commissioners

Date

GRANT COUNTY

Grant County Courthouse
P.O. Box 37
Ephrata, WA 98823

_____, Chair
Board of Commissioners

Date

ADAMS COUNTY

Adams County Courthouse
210 W. Broadway
Ritzville, WA 99169

_____, Chair
Board of Commissioners

10-8-18
Date

OKANOGAN COUNTY

Okanogan County Courthouse
P.O. Box 791
Okanogan, WA 98840

_____, Chair
Board of Commissioners

Date

IX. SIGNATURE IN COUNTERPARTS

This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the Parties have set their hands and seal.

CHELAN COUNTY

Administration Building
400 Douglas Street #201
Wenatchee, WA 98801

Keith W. Goehner, Chair
Board of Commissioners

10/1/18
Date

DOUGLAS COUNTY

Douglas County Courthouse
P.O. Box 747
Waterville, WA 98858

_____, Chair
Board of Commissioners

Date

GRANT COUNTY

Grant County Courthouse
P.O. Box 37
Ephrata, WA 98823

_____, Chair
Board of Commissioners

Date

ADAMS COUNTY

Adams County Courthouse
210 W. Broadway
Ritzville, WA 99169

_____, Chair
Board of Commissioners

Date

OKANOGAN COUNTY

Okanogan County Courthouse
P.O. Box 791
Okanogan, WA 98840

_____, Chair
Board of Commissioners

Date

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CHELAN COUNTY

Administration Building
400 Douglas Street #201
Wenatchee, WA 98801

_____, Chair
Board of Commissioners

Date

DOUGLAS COUNTY

Douglas County Courthouse
P.O. Box 747
Waterville, WA 98858

_____, Chair
Board of Commissioners

10/9/18
Date

GRANT COUNTY

Grant County Courthouse
P.O. Box 37
Ephrata, WA 98823

_____, Chair
Board of Commissioners

Date

ADAMS COUNTY

Adams County Courthouse
210 W. Broadway
Ritzville, WA 99169

_____, Chair
Board of Commissioners

Date

OKANOGAN COUNTY

Okanogan County Courthouse
P.O. Box 791
Okanogan, WA 98840

_____, Chair
Board of Commissioners

Date

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CHELAN COUNTY

Administration Building
400 Douglas Street #201
Wenatchee, WA 98801

_____, Chair
Board of Commissioners

Date

DOUGLAS COUNTY

Douglas County Courthouse
P.O. Box 747
Waterville, WA 98858

_____, Chair
Board of Commissioners

Date

GRANT COUNTY

Grant County Courthouse
P.O. Box 37
Ephrata, WA 98823

_____, Chair
Board of Commissioners

10-1-18

Date

ADAMS COUNTY

Adams County Courthouse
210 W. Broadway
Ritzville, WA 99169

_____, Chair
Board of Commissioners

Date

OKANOGAN COUNTY

Okanogan County Courthouse
P.O. Box 791
Okanogan, WA 98840

_____, Chair
Board of Commissioners

Date

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CHELAN COUNTY

Administration Building
400 Douglas Street #201
Wenatchee, WA 98801

_____, Chair
Board of Commissioners

Date

DOUGLAS COUNTY

Douglas County Courthouse
P.O. Box 747
Waterville, WA 98858

_____, Chair
Board of Commissioners

Date

GRANT COUNTY

Grant County Courthouse
P.O. Box 37
Ephrata, WA 98823

_____, Chair
Board of Commissioners

Date

ADAMS COUNTY

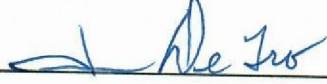
Adams County Courthouse
210 W. Broadway
Ritzville, WA 99169

_____, Chair
Board of Commissioners

Date

OKANOGAN COUNTY

Okanogan County Courthouse
P.O. Box 791
Okanogan, WA 98840

_____, Chair
Board of Commissioners

08-07-2018
Date