

MOTION NO. 1150

A MOTION authorizing the County Executive to enter into a contract for joint planning of Manpower Programs and the allocation of funding derivative of said plans.

WHEREAS, the United States Department of Labor requires plans to be submitted delineating areas where priorities exist for manpower training programs and supportive services, and;

WHEREAS, King County has been planning with Snohomish County and the cities of Seattle, Bellevue, Auburn, Renton, Kent, Edmonds and Everett for distribution of manpower funds, and;

WHEREAS, the County and other parties are now eligible to be designated a Concentrated Manpower Program agent for purposes of receiving block grants from the U. S. Department of Labor to be used for alleviation of problems resulting from unemployment and underemployment, and;

WHEREAS, such designation will be best effectuated through the existence of an interlocal governmental contract wherein the parties agree to share funding and planning powers;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

That the King County Executive is hereby authorized to enter into the attached contract which by reference is incorporated as part of this motion, provided that the County Council shall be included as voting members along with the County Executive in casting six votes on this joint Manpower Board commonly referred to as the Executive Committee.

PASSED this 21st day of May, 1973.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

John T. O'Brien
Chairman

ATTEST:

Rosemary M. Owen
Administrator-Clerk
King County Council

Deposited

W I T N E S S E T H

WHEREAS, Grants and/or contracts from Agencies of the Government of the United States of America and/or Agencies of the Government of the State of Washington are now, or in the near future will be, available to the parties hereto to finance, in whole or in part, programs and projects looking to the alleviation of conditions of unemployment and underemployment in the Counties of King and Snohomish, of the State of Washington; and,

WHEREAS, It is the sense of the parties hereto that the interests of intelligent planning and administration of such programs and projects would be served by the creation of a Joint Board, hereinafter referred to as the Executive Committee, consisting of representatives of the parties hereto, to plan, administer and contract for the accomplishment of such programs and projects;

NOW THEREFORE, The following public agencies of the State of Washington, acting pursuant to constitutional, statutory or implied powers to accept grants from and/or to enter into contracts with Agencies of the Governments of the State of Washington and/or the United States to undertake programs and projects related to the alleviation of such conditions of unemployment and/or underemployment, to wit:

- (1) the City of Auburn, Washington;
- (2) the City of Bellevue, Washington;
- (3) the City of Edmonds, Washington;
- (4) the City of Everett, Washington;
- (5) the City of Kent, Washington;
- (6) the County of King, Washington;
- (7) the City of Renton, Washington;
- (8) the City of Seattle, Washington; and,
- (9) the County of Snohomish, Washington;

Each and all of the above agreeing to exercise jointly, pursuant to this Agreement and to the Interlocal Cooperation Act of 1967 (Chapter 39.34, Revised Code of Washington), the powers conferred upon them by constitution

of statute or powers implicit in those conferred powers; And each and all of the enumerated public agencies of the State of Washington, and subject to the provisions of Section I, sub-section (e) (xiv) below, in consideration of the promises and covenants hereinafter set forth, do mutually, and to each and all of such public agencies, covenant, promise and agree as follows:

I.

(a) That all grants received and/or contracts entered into by one or more of the parties hereto from or with any Agency or Agencies of the Governments of the State of Washington and/or the United States on account of programs and projects for the alleviation of conditions of unemployment and underemployment within the target areas of King and Snohomish Counties, after both the effective date of this contract and the individual review and approval of each program category by each and all of the parties hereto, shall be received by the Executive Committee created hereby on behalf of any one or more of the parties hereto;

(b) That the Executive Committee created hereby shall have the power, in the planning, administration and accomplishment of such programs and projects, on behalf of each and all of the parties hereto,

(i) To enter into contracts with any corporation, municipal, public or private, or any partnership or limited partnership, or any other person for the performance of such services as may be required by the terms of any grant received from and/or contract entered into with any Agency or Agencies of the Governments of the State of Washington and/or the United States, or pursuant to the terms of any program or project of any Agency or Agencies of the Governments of the State of Washington or the United States for the alleviation of conditions of unemployment or underemployment within the King-Snohomish County target area; Provided, That any grant received from and/or contract entered into with any Agency or Agencies of the Governments of the State of Washington and/or the United States which requires that a local share of the total amount contemplated by the grant and/or contract be contributed by local sources shall be contributed by the Executive Committee; Provided further, That the Executive Committee may, upon agreement between

it and any corporation, municipal or private, partnership or limited partnership, or any other person with which the Executive Committee has entered into such a contract, require that up to one hundred percent (100%) of such contribution be reimbursed by such corporation, partnership or person with which the Executive Committee is contracting for the performance of services contemplated by the terms of any such grant received from and/or contract entered into with any Agency or Agencies of the Governments of the State of Washington and/or the United States;

(ii) To provide for the preparation of an Annual Plan for programs and projects looking to the alleviation of conditions of unemployment or underemployment within the King-Snohomish County target area, such Plan to be based upon the following:

(A) community sentiment as to manpower training and employment needs within the target area,

(B) statistical analyses of manpower training and employment needs within the target area.

(C) a current resources assessment, consisting of a statement of resources available to the parties hereto for the alleviation of conditions of unemployment or underemployment within their respective jurisdictions, and a statement of the manner in which these resources are being, or are to be, allocated,

(D) an assessment of priorities as between competing programs within the target area, and,

(E) a statement of manpower training and employment needs which are or will be unmet or undermet within the year to which the Annual Plan will refer;

The Annual Plan herein provided for shall be prepared subject to the approval of the Executive Committee, and after review by two Planning Councils, to be selected as hereinafter set forth;

(iii) To monitor and evaluate programs and projects undertaken by the Executive Committee, both for purposes of internal control and external relations with the parties hereto and with various interested Agencies of the Governments of the State of Washington and/or the United States;

(iv) To employ such staff personnel and to purchase such supplies, materials and equipment as the Executive Committee shall deem necessary and proper; Provided, That such staff personnel shall be paid and such supplies, materials and equipment shall be purchased exclusively from funds received by the Executive Committee pursuant to grants received from and/or contracts entered into with any Agency or Agencies of the Governments of the State of Washington and/or the United States until such time as the legislative bodies of the parties hereto have expressly agreed to permit the parties hereto to assume liability for such payments or until such grants and/or contracts expire;

(v) To provide technical assistance to municipal, public and private corporations and other persons concerning manpower training and employment programs and projects and their delivery and accomplishment within the target area;

(vi) To provide a framework for citizen participation in the planning of manpower training and employment programs and projects and their delivery within the target area;

(vii) To provide a budget for the operations of the Executive Committee upon the basis of a fiscal year which shall commence on June 15 of each year and which shall end on June 14 of the year following: a proposed budget shall be submitted to the Executive Committee by appropriate staff personnel not later than April 15 of the calendar year in which the fiscal year to which the proposed budget refers is to begin, and which proposed budget shall be finalized by the executive Committee not later than June 1 of the same year;

(viii) To designate a depository for Federal, State and local funds received pursuant to grants from and/or contracts entered into with Agencies of the Governments of the State of Washington and/or the United States;

(xi) To provide for payments to sub-contracts, employees and suppliers;

(x) To provide for an exchange of Annual Plans between the Executive Committee and the Office of the Governor of the State of Washington;

(xi) To acquire, by loan or purchase contract, such personal property, material and supplies as may be deemed necessary; Provided, that the acquisition of personal property, materials and supplies other than by loan shall be subject to the approval of the Executive Committee;

(xii) To lease, subject to the approval of the Executive Committee, from the City of Seattle, Washington any real property which is deemed necessary; Provided, that any such real property shall be purchased or leased by the City of Seattle, Washington in such manner as may be provided for by law, title to such real property to remain in the City of Seattle until such time as the City of Seattle desires to dispose of the same in such manner as may be provided for by law;

(xiii) To promulgate such by-laws for the operation of the Executive Committee and/or the two Manpower Area Planning Councils created hereby as the Executive Committee shall deem necessary and proper;

(xiv) Nothing contained in this document or any by-laws promulgated pursuant hereto shall be construed to authorize or require any action, including but not limited to the incurring of any obligation, financial or other, or the voting upon any matter, by Snohomish County, Washington, which that County is not authorized by law to undertake; however, nothing in this sub-section shall be construed to invalidate any action taken by the Executive Committee or any one or more of the parties hereto solely by reason of the non-participation in such action by Snohomish County, Washington:

(xv) Upon its determination that it may not participate in a given action, Snohomish County will not participate financially or incur obligations as a result of that action, nor will it vote on issues relating to such actions:

II.

(a) That the Executive Committee shall be composed of one representative of each of the parties hereto, such representative to be the chief executive officer of each of the parties hereto or an alternate, designated as such in writing by the chief executive officer of the parties hereto;

(b) That the Executive Committee shall annually elect, from among the chief executive officers of the parties hereto, a Chairman and a Deputy Chairman, who shall serve terms of one year and until their successors are elected and qualified commencing on _____ of each calendar year;

(c) That the meetings of the Executive Committee shall be held at the call of

the Chairman, at which meetings the Chairman, or his or her designated alternate shall preside, and in the absence of the Chairman and his or her designated alternate, the Deputy Chairman, or his or her designated alternate shall preside, and in the absence of the Chairman, Deputy Chairman, and their designated alternates, a Chairman pro tempore shall be elected by the representatives, or their designated alternates, of the parties hereto in attendance at the meeting, such Chairman pro tempore to serve as such for that one meeting only; Provided, That notice of the call of a meeting of the Executive Committee shall be received by the representatives of the parties hereto, as well as by one newspaper of general circulation in King County and one newspaper of general circulation in Snohomish County, which shall not be the same newspaper as the newspaper of general circulation in King County, not less than five (5) days prior to the date for which the meeting has been called; Provided Further, That a majority of the parties hereto, each party to be entitled to one vote, and without regard to the provisions relating to proportional voting contained in sub-section (d) below, shall be empowered to call special meetings, subject to the notice provisions contained in this sub-section;

(d) That, unless provided otherwise herein, all decisions of the Executive Committee shall be by majority vote of the representatives of the parties hereto present and voting; Provided, That the representatives of the parties hereto shall be entitled to cast the equivalent of the following number of votes;

- (i) the City of Auburn, Washington: one vote;
- (ii) the City of Bellevue, Washington: one vote;
- (iii) the City of Edmonds, Washington: one vote;
- (iv) the City of Everett, Washington: one vote;
- (v) the City of Kent, Washington: one vote;
- (vi) the County of King, Washington: six votes;
- (vii) the City of Renton, Washington: one vote;
- (viii) the City of Seattle, Washington: six votes;
- (ix) the County of Snohomish, Washington: two votes;

(c) That a quorum of the Executive Committee shall consist of the representatives of a majority of the parties hereto:

III.

(a) That there shall be a Manpower Area Planning Council for King County, the Chairman of which shall be elected by the members of the Executive Committee from King County by majority vote, and a Manpower Area Planning Council for Snohomish County, the Chairman of which shall be elected by the members of the Executive Committee from Snohomish County by majority vote;

(b) That the membership of each Manpower Area Planning Council shall consist of not less than nine(9) nor more than eighteen (18) persons, exclusive of the Chairman thereof, and shall be selected by the Executive Committee from lists prepared by each member of the Executive Committee and by any interested public or private agency operating within the King-Snohomish County target area;

(c) That the membership of the Manpower Area Planning Councils shall be determined so that there shall be representation, excluding the Chairmen thereof, as follows:

(i) Client Sector Members: No more than one-third of the total membership of the Manpower Area Planning Councils, excluding the Chairmen thereof, shall be chosen from and shall be representative of present or former manpower, employment and/or training program clients:

(ii) Other Members: No more than two-thirds of the total membership of the Manpower Area Planning Councils, excluding the Chairmen thereof, shall be chosen from and shall be representative of persons or organizations concerned with, or interested in, manpower, employment and training and/or other supportive programs:

(iii) Each member of each Manpower Area Planning Council shall serve a term of two (2) years commencing upon _____ and until his or her successor is selected and qualified; Provided, That one-third of those members of each Manpower Area Planning Council who are "Client Sector Members shall serve initial terms of three years, one-third shall serve initial terms of two years, and one-third shall serve initial terms of one year; Provided

Further, That one-third of those members of each Manpower Area Planning Council who are "Other Members" shall serve initial terms of three years, one-third shall serve initial terms of two years, and one-third shall serve initial terms of one year; And, Provided Further, That the determination of which members of each Manpower Area Planning Council shall serve initial terms of other than two (2) years shall be made by the Executive Committee:

IV.

(a) That any manpower training and/or employment programs or projects undertaken by the Executive Committee or contracted by the Executive Committee to be undertaken shall be subject to the approval of a majority of the votes of the representatives of the parties hereto present and voting on such program or project at a meeting duly called pursuant hereto, which majority shall include not less than all of the votes of the representatives of the parties hereto within the jurisdiction of which parties such program or project would be undertaken; Provided, that the affirmative votes of the representatives of King County or Snohomish County, or the affirmative votes of the representatives of both King County and Snohomish County, shall not be required to approve such program or project unless such program or project would be undertaken, in whole or in part, within the unincorporated area of King County or Snohomish County, or within the unincorporated area comprising portions of both King County and Snohomish County;

V.

(a) That this contract may be amended from time to time upon the affirmative vote of not less than two-thirds of all of the votes of the representatives of the parties hereto present and voting on such amendment at a meeting duly called pursuant hereto;

(b) That any public agencies of the State of Washington, now or hereafter created, may be permitted to become parties to this agreement with the consent of the Executive Committee;

(c) That any party hereto shall have the right to withdraw from this contract at any time upon the following conditions:

(i) That the Executive Committee 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;

(ii) That the party shall not be entitled to any refund of operating funds paid, or forgiveness of operating funds owed, to the Executive Committee paid or promised to be paid to the Executive Committee prior to the effective date of the party's withdrawal; Provided, That for purposes of this subsection "operating funds" shall mean only those funds necessary to pay such staff personnel employed by the Executive Committee and to purchase supplies, material and equipment for the use of the Executive Committee and its staff, as provided for in Part I., section (b) (iv) of this document;

(iii) That the party shall not be released from any financial obligations extending beyond the effective date of the party's withdrawal until a means of adjustment satisfactory to all other parties shall have been reached;

(d) The Executive Committee shall incur no financial obligation in excess of five thousand dollars (\$5,000), nor any indebtedness in an amount which will result in an aggregate indebtedness, to be measured by the Executive Committee's liability in any given month, in excess of five thousand dollars (\$5,000), without the prior consent of the legislative bodies of all of the parties hereto; Provided, that financial obligation and aggregate indebtedness as used in this sub-section shall not include financial obligations to be retired out of funds derived from the Governments of the State of Washington and/or the United States of America pursuant to any grant from and/or any contract entered into with the Governments or the State of Washington and/or the United States of America;

(e) That upon the unanimous agreement of all of the then parties to this contract, or upon the reduction of the number of the parties to this contract to less than two, the Executive Committee shall be dissolved: Upon dissolution, and after the retirement of any outstanding indebtedness of the Executive Committee, all property of the Executive Committee shall be sold and the proceeds thereof, together with all monies on hand, shall be distributed to the then parties to the contract in the direct proportion which the number of votes which each party is entitled to cast, pursuant to Part II., section (d) hereof, bears to the total number of votes which all of the then parties

to the contract could cast subject to the limitations in part (I) Section (b) (11) and Part V; in the event that the liabilities of the Executive Committee are in excess of its assets upon dissolution, each of the then parties shall pay its proportionate share of the outstanding liabilities in the direct proportion which the number of votes which each party is entitled to cast bears to the total number of votes which all of the then parties could cast;

VI.

That this contract shall take effect upon the date of its execution given below, and shall be in continuous effect from that date until dissolution of the Executive Committee as herein provided.

IN WITNESS WHEREOF, this agreement is executed by the chief executive officers of the parties hereto, listed below, and shall have full force and effect from and after _____, subject to the dissolution provisions contained herein.

Mayor, City of Auburn, Washington

Mayor, City of Bellevue, Washington

Mayor, City of Edmonds, Washington

Mayor, City of Everett, Washington

Mayor, City of Kent, Washington

County Executive, County of King,
Washington

Mayor, City of Renton, Washington

Mayor, City of Seattle, Washington

Chairman, Board of County Commissioners,
County of Snohomish, Washington