

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 27, 2000

Motion 10964

Proposed No. 2000-0269.2

Sponsors Nickels and Pelz

1 A MOTION authorizing the King County executive to enter
2 into an interlocal agreement with the city of Seattle to
3 designate a local workforce investment area, a chief local
4 elected official for the local area and a local workforce
5 investment board to implement the Workforce Investment
6 Act of 1998.

7

8

9

 WHEREAS, the city of Seattle and King County agree to be designated by the
10 governor of the state of Washington as a single local workforce investment area, to be
11 known as the Seattle King County Service Delivery Area ("local area"), and

12

 WHEREAS, the mayor of the city of Seattle and the King County executive shall
13 be designated as the chief local elected official for the local area and all actions of the
14 chief local elected official authorized or required by the Workforce Investment Act of
15 1998 shall be exercised by them jointly, and

16

 WHEREAS, the local workforce investment board for the local area shall be
17 designated the Seattle-King County Workforce Development Council. The mayor and

18 the county executive jointly have appointed members to the Seattle-King County
19 Workforce Development Council and forwarded those appointments to the governor of
20 the state of Washington for the governor's certification, and

21 WHEREAS, the city and county shall agree that the local area chief local elected
22 official shall perform the administrative functions required under the Workforce
23 Investment Act of 1998;

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

25 That the King County executive is authorized to enter into an interlocal agreement
26 with the city of Seattle, substantially in the form of Attachment A to this ordinance, to

27 implement the Workforce Investment Act of 1998.

28

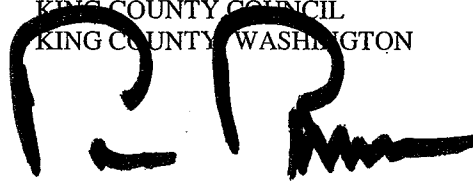
Motion 10964 was introduced on 4/17/00 and passed by the Metropolitan King County Council on 6/26/00, by the following vote:

Yes: 12 - Mr. von Reichbauer, Ms. Miller, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons

No: 0

Excused: 1 - Ms. Fimia

KING COUNTY COUNCIL
KING COUNTY WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Workforce Investment Act Interlocal Cooperation Agreement

Attachment A

**WORKFORCE INVESTMENT ACT
INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement is entered into this _____ day of _____, 2000, by and between the City of Seattle, a municipal corporation of the State of Washington (City) and King County, a municipal corporation and subdivision of the State of Washington (County).

This Interlocal Cooperation Agreement is authorized by RCW 39.34, the Workforce Investment Act (Act), P.L. 105-220, and the charters and laws of the City and the County.

1. Designation of the Local Area. Pursuant to Section 116 of the Act, the City and the County agree to be designated by the Governor of the State of Washington as a single Local Workforce Investment Area, to be known as the Seattle King County Service Delivery Area (Local Area).

2. Designation of the Chief Local Elected Officials. For the purposes of the Act, the Mayor of the City of Seattle and the King County Executive shall be designated as the Chief Local Elected Official (CEO) for the Seattle King County Service Delivery Area and all actions of the CEO authorized or required by the Act shall be exercised by them jointly.

3. Designation and Appointment of the Local Workforce Investment Board.

3.1. Pursuant to Section 117 of the Act, the Local Workforce Investment Board for the Local Area shall be designated the Seattle King County Workforce Development Council (Council). Pursuant to Section 117(c)(1)(B) of the Act, the Mayor and the County Executive jointly have appointed members to the Council and forwarded those appointments to the Governor of the State of Washington for his certification. By this Agreement, such appointments are ratified and acknowledged as the appointments of the Local Area CEO.

3.2. The Mayor and the County Executive shall appoint the Council, of which a majority are and will continue to be representatives of business in the Local Area, as required by the Act. Each member of the Council shall be appointed for a term of two, three or four years, to be determined by lot. All subsequent terms shall be three years.

3.3. In accordance with bylaws adopted by the Council, members may be removed from the Council, with the concurrence of the Local Area CEO and new appointments made by the Local Area CEO, subject to the biennial certification of

the Council by the Governor of the State of Washington, pursuant to Section 117(c)(1)(A) of the Act.

4. Administrative Functions of the Local Area CEO. The City and the County agree that the Local Area CEO shall perform, but not be limited to, the following administrative functions:

4.1. Develop and submit the local plan in accordance with the Act, in partnership with the Council, pursuant to Section 117(d)(1) of the Act;

4.2. Agree to the contracts with and designation or certification of one-stop operators by the Council and their termination for cause, pursuant to Section 117(d)(2)(A) of the Act;

4.3. Approve the Council's approved budget, pursuant to Section 117(d)(3);

4.4. Negotiate local performance measures with the Governor and the Council, pursuant to Section 117(d)(5) of the Act;

4.5. Conduct oversight in partnership with the Council of local programs of youth activities, local programs of training activities and the one-stop delivery system in the Local Area, all as authorized by the Act, pursuant to Section 117(d)(4);

4.6. Serve as the local grant recipient, pursuant to Section 117(d)(2)(B)(i)(I).

5. Designation of Fiscal Agent. The King County Department of Finance is designated as the local fiscal agent, pursuant to Section 117(d)(2)(B)(i)(II) of the Act. All funds made available to the Local Area pursuant to the Act shall be deposited into an account or accounts created and maintained by the fiscal agent. The fiscal agent will disburse all funds for workforce investment activities at the direction of the Council, pursuant to the requirements of the Act, if the direction does not violate a provision of this Act, pursuant to Section 117(d)(2)(B)(i)(III) of the Act.

6. Distribution of Financial Liability for Disallowed Costs.

6.1. The Local Area CEO is liable for misuse of grant funds allocated to the Local Area under Sections 128 and 133 of the Act. Designation of a local fiscal agent does not diminish such liability. In the event that any expenditure of funds is disallowed by the United States Department of Labor or the State of Washington, repayment of such funds shall occur in the following priority:

a. The Council or its designee shall take all reasonable steps, including the institution of suit, to recover such funds from the agency or individual creating the liability;

- b. The Council or its designee shall take all reasonable steps, including the institution of suit, to recover such funds from any applicable insurance carrier or bond issuer;
- c. The Local Area CEO, with the assistance and cooperation of the Council will seek a waiver of liability, pursuant to the terms of the Act;
- d. The funds may be recouped in one or more future program years, as permitted by law;
- e. The City and the County will repay such funds, each being responsible for one-half of the disallowed amount.

7. Miscellaneous Provisions.

7.1. Term. This Agreement shall take effect on the date first set forth above, when signed by both parties. It shall remain in effect until terminated in accordance with this paragraph or the Local Area is otherwise dissolved. Either party may terminate this Agreement upon 180 days written notice delivered to the other party. Any liability arising during the pendency of this Agreement shall survive termination of the Agreement.

7.2. Amendment. This Agreement is the complete expression of the terms hereto and any written or oral representations or understandings not incorporated herein are excluded. This Agreement may be amended by written consent of both parties, which amendment, signed by both parties, shall be affixed to this original Agreement.

7.3. Joint and Cooperative Undertaking. This Agreement is entered into as a joint and cooperative undertaking of the parties hereto in order to facilitate implementation of the Act and its authorized activities within the Local Area. It shall not be deemed to confer on any third party any rights or benefits, unless specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the dates first hereinafter written.

King County

City of Seattle

King County Executive

Mayor

Date

Date

Approved as to Form

Approved as to form

King County
Deputy Prosecuting Attorney

Law Department

Date

Date