

MOTION NO. **2083**

A MOTION authorizing the County Executive to enter into an amended interlocal agreement for joint planning of manpower programs and the allocation of funding derivative of said plans

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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

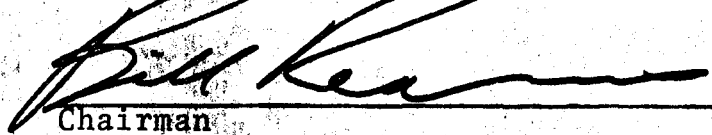
WHEREAS, such designation will be best effectuated through the existence of an interlocal governmental agreement wherein the parties agree to share funding and planning powers;

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

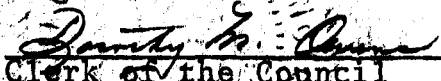
The King County Executive is hereby authorized to enter into the attached amended agreement relating to the King-Snohomish Manpower Consortium which by reference is incorporated as part of this motion, provided that the County Council shall be included as voting members along with the County Executive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

PASSED this 14th day of July, 1975.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST


Clerk of the Council

KING-SNOHOMISH MANPOWER CONSORTIUM

INTERLOCAL GOVERNMENT AGREEMENT

*Seattle
Dated 1/10/71
T. HEST
D. HEST*

W I T N E S S E T H

WHEREAS, The acute conditions of persistent unemployment, under-employment, and economic disadvantage reflect significant dysfunctions in local labor markets which adversely influence the social and economic life of individuals as well as the general welfare and development of local communities in the counties of King and Snohomish, of the State of Washington; and

WHEREAS, The Interlocal Cooperation Act of 1967 (Chapter 39.34, Revised Code of Washington), 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 public agency of this State having the same powers, privileges or authority; and

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, underemployment, and economic disadvantage of individuals 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, 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, underemployment, and economic disadvantage, 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;

agree 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 or 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 23 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:

- (1) That they hereby create the King-Snohomish Manpower Consortium, hereinafter referred to as the Consortium.
- (2) That a Joint Board, hereinafter referred to as the Executive Committee, consisting of representatives of the parties to this

Agreement, shall be created to administer the Consortium and to develop and administer a comprehensive policy and program to improve the operation of local labor market institutions and to ameliorate conditions of persistent unemployment, underemployment and economic disadvantage.

- (3) That representatives to the Executive Committee shall be the chief executive officer and up to two other elected representatives of each of the parties hereto; Provided, That all representatives of each of the parties hereto shall share the vote of said party; Provided Further, That alternates may be designated in writing by representatives of the parties hereto.
- (4) That the Executive Committee annually shall elect from among the chief executive officers of the parties hereto, a Chairperson and a Deputy Chairperson who shall serve terms of one year and until their successors are elected and qualified commencing on January 1 of each calendar year.
- (5) That meetings of the Executive Committee shall be held at the call of the Chairperson, at which meetings the Chairperson, or his or her designated alternate shall preside, and in the absence of the Chairperson and his or her designated alternate, the Deputy Chairperson, or his or her designated alternate shall preside, and in the absence of the Chairperson, Deputy Chairperson, and their designated alternates, a Chairperson pro tempore shall be elected by the representatives, or their designated alternates, of the parties hereto in attendance at the meeting, such Chairperson pro tempore to serve as such for the one meeting only; Provided, That notice of the call of a meeting of the Executive Committee shall be received in writing by the representatives of the parties hereto, as well as by publishing

in 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 and shall comply with the requirements of Chapter 42.30, Revised Code of Washington; 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 Section 6 below, shall be empowered to call special meetings, subject to the notice provisions contained in this Section.

(6) 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;

- (a) the City of Auburn, Washington: one vote;
- (b) the City of Bellevue, Washington: one vote;
- (c) the City of Edmonds, Washington: one vote;
- (d) the City of Everett, Washington: one vote;
- (e) the City of Kent, Washington: one vote;
- (f) the County of King, Washington: six votes;
- (g) the City of Renton, Washington: one vote;
- (h) the City of Seattle, Washington: six votes;
- (i) the County of Snohomish, Washington: two votes;

Provided, That all parties hereto entitled to more than one vote, shall cast all such votes as a unit when voting on the Consortium's Annual Comprehensive Plan.

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- (7) That a quorum of the Executive Committee shall consist of the representatives of a majority of the votes of the parties hereto, Provided, That representatives of at least five of the parties hereto are present.
- (8) That any training, employment and labor market services or activities undertaken by the Executive Committee or contracted by the Executive Committee shall be subject to the approval of a majority of the votes of the representatives of the parties to the Executive Committee hereto present and voting on such services or activities at a meeting duly called pursuant hereto; Provided, That for projects or activities operating solely within the jurisdiction of any one of the parties hereto, such majority vote shall include a majority of the votes of the representatives of that party present and voting.
- (9) That the Executive Committee on the behalf of each or all of the parties hereto shall have the authority and responsibility to plan, develop and administer a comprehensive policy and program to improve the operation of local labor market institutions and to alleviate conditions of persistent unemployment, underemployment and economic disadvantage.
- (10) That the Executive Committee created hereby in carrying out its responsibility on behalf of any one or all of the parties hereto, shall have the power to:
 - (a) develop a policy framework and administrative procedures within which efficient planning and delivery of comprehensive training, employment and labor market services can be accomplished;
 - (b) provide for an ongoing mechanism for establishing goals and objectives and for planning, programming, and

- funding the delivery of comprehensive training, employment and labor market services throughout the Consortium area;
- (c) provide for the development of an Annual Comprehensive Plan;
 - (d) enter into contracts on behalf of the Consortium 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;
 - (e) monitor and evaluate all training, employment and labor market activities and services, including the delivery systems for providing these activities and services, undertaken by the Consortium and its contractors, 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;
 - (f) reprogram funds previously allocated pursuant to the Annual Comprehensive Plan;
 - (g) make all final decisions, subject to the provisions of Section 27 below, for comprehensive program planning and delivery for the Consortium;
 - (h) create an Administrative Staff and 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;

- (i) provide a framework for citizen participation in the planning and delivery of training, employment and labor market services and activities in the Consortium area;
- (j) provide an annual budget for the operations of an Administrative Staff;
- (k) 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;
- (l) provide for payments to sub-contractors, employees and suppliers;
- (m) provide for an exchange of Annual Comprehensive Plans between the Executive Committee and the Office of the Governor of the State of Washington;
- (n) acquire, by loan or purchase contract, such personal property, materials and supplies as may be deemed necessary; Provided, That the acquisition of personal property,

materials and supplies other than by loan of said property shall be subject to the approval of the Executive Committee;

- (o) lease, subject to the approval of the Executive Committee, any real property which is deemed necessary;
- (p) provide technical assistance to municipal, public and private corporations and other persons concerning training, employment and labor market services and activities and their delivery and accomplishment within the target area; and
- (q) promulgate such by-laws for the operation of the Executive Committee and/or the Employment and Training Advisory Committees created hereby as the Executive Committee shall deem necessary and proper.

(11) That there shall be an Employment and Training Advisory Committee for King County, the Chairperson of which shall be elected by a majority vote of the members of the Executive Committee from King County and an Employment and Training Advisory Committee for Snohomish County, the Chairperson of which shall be elected by a majority vote of the members of the Executive Committee from Snohomish County.

(12) That the voting membership of each Employment and Training Advisory Committee shall consist of not more than eighteen (18) persons, exclusive of the Chairperson thereof, and shall be selected by the Executive Committee from lists prepared by each member of the Executive Committee based on recommendations from any interested public or private agency operating within the counties of King and Snohomish. Provided, That the voting membership of each of the Employment and Training Advisory Committees shall be selected in such a manner so that there shall be

representation from four sectors of the community, excluding the Chairperson thereof, as follows: business; organized labor and other employee groups; client community; and the general public.

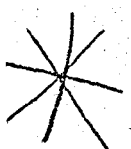
- (13) That meetings of the Employment and Training Advisory Committee for each county shall be held at the call of the Chairperson of said Committee.
- (14) That a quorum of the Employment and Training Advisory Committee for each county shall consist of a majority of the voting membership.
- (15) That each member of each Employment and Training Advisory Committee shall serve a term of two (2) years commencing upon July 1 and until his or her successor is selected and qualified; Provided, That one-third of those members of each Advisory Committee shall serve initial terms of three years (3) years, one-third shall serve initial terms of two (2) years, and one-third shall serve initial terms of one (1) year; And, Provided Further, That the determination of the initial term of service for each member of each of the Advisory Committees shall be made by the Executive Committee.
- (16) That each of the two Employment and Training Advisory Committees shall have the authority and responsibility to give advice and to make recommendations to the Executive Committee on training, employment and labor market services and activities and on the development and administration of the Annual Comprehensive Plan.
- (17) That each of the two Employment and Training Advisory Committees, in carrying out its role and responsibilities, shall function as:

- (a) advisors for program development and planning,
- (b) advisors for program operations,
- (c) citizen participation mechanisms for community input, information exchange and communication, and
- (d) catalysts for discussion of critical issues among community groups, business, labor and service delivery agencies.

(18) That at such time as determined by the Executive Committee, and subject to such procedures as it may establish, the two Employment and Training Advisory Committees may be consolidated into one such Committee to represent the entire Consortium area; Provided, That said Committee shall consist of not more than the total combined voting membership of the two original Committees; Provided Further, That, subject to the provisions of this Section, the organization, operation and function of such committee shall remain as described in Sections 11 through 17.

(19) That the staff to the Executive Committee, hereafter known as the Administrative Staff, shall be managed by a Director and organized into ~~three~~ ^{appropriate} divisions ^{including but not limited to} Planning and Evaluation, Program Development and Administration, and Management Services. The Administrative Staff shall be directly responsible to the Executive Committee of the Consortium and shall implement and operate the comprehensive program and shall be vested with appropriate authority, responsibility and discretion necessary to support the Executive Committee in exercising its powers and responsibilities, enumerated herein, including:

- (a) developing a comprehensive policy, program, plan



- and administrative procedures for efficient planning, funding and delivery of training, employment and labor market services and activities;
- (b) entering into contracts and grants on behalf of the Consortium with any corporation, municipal, public or private, or any partnership or limited partnership, or any other person for the performance of such services and activities as may be required;
 - (c) establishing procedures for developing program information and fiscal management evaluation systems to facilitate effective decision making;
 - (d) monitoring and evaluating all training, employment and labor market program activities and service delivery systems; and
 - (e) employing, organizing and training staff personnel deemed necessary and proper.
- (20) That the Annual Comprehensive Plan, as developed by the Administrative Staff, shall be reviewed by the Employment and Training Advisory Committees or Committee, if such are consolidated pursuant to Section 18 hereinabove, and forwarded together with the recommendation of said Committees to the Executive Committee for review and final approval.
- (21) That any public agencies of the State of Washington, now or hereafter created, may be permitted to become parties of this agreement with the consent of the Executive Committee.
- (22) 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, 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.

- (23) That 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~~ any of the parties hereto, which that ~~County~~ party is not authorized by law to undertake; however, nothing in this 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~~ one of the parties hereto; Provided Further, That upon its determination that it may not participate in a given action, ~~Snohomish County~~ such party will not participate financially or incur obligations as a result of that action, nor will it vote on issues relating to such actions.

(24) ~~That this Agreement may be amended from time to time upon the affirmative vote of not less than two-thirds of all the votes of the representatives of the parties hereto present and voting on such amendment at a meeting duly called pursuant hereto. Such amendment may be either to the body of said Agreement or by attachment of Appendices hereto.~~

That the Executive Committee, upon the affirmative vote of not less than two-thirds of all votes of the representatives of the parties hereto present and voting, may recommend amendments to this Agreement and its Appendices; Provided, That such amendments shall be made only upon consent of the legislative bodies of all of the parties hereto.

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

- (a) 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;
- (b) 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

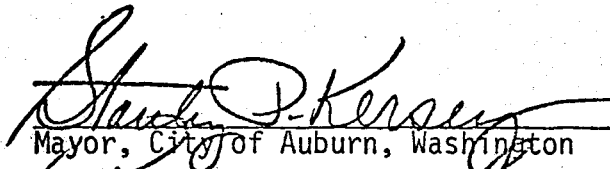
staff, as provided for in Section 10 of this document; and
(c) that the party shall not be released from any financial obligations extending beyond the effective date of the party's withdrawal until a means of adjustment satisfactory to all other parties shall have been reached.

- (26) That upon the unanimous agreement of all of the then parties to this Agreement, or upon the reduction of the number of the parties to the Agreement 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 then parties to the Agreement in the direct proportion which the number of votes which each party is entitled to cast, pursuant to Section 6 hereof, bears to the total number of votes which all of the then parties to the contract could cast subject to the limitations in Section 6; ~~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.~~ All obligations and liabilities incurred by the Executive Committee or its staff shall be satisfied exclusively from grant or contract funds received by the Consortium and assets held by it. No creditor or other person shall have any recourse to the assets, credit or services of the participating municipal governments on account of

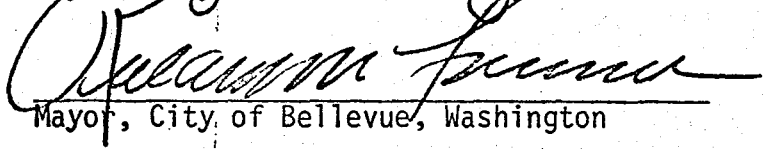
any debts, obligations or liabilities of or incurred by the Executive Committee or its staff except as expressly assumed by the participating municipal government to be charged, subject to the provisions of Section 27, below.

- (27) 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 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.
- (28) That this Agreement 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.

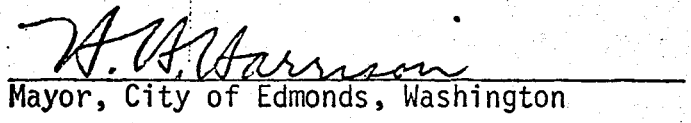
IN WITNESS WHEREOF, this Agreement is executed by the chief executive officers of the parties hereto, listed below, and shall have full force and effect from and after May 23, 1973, subject to the dissolution provisions contained herein.



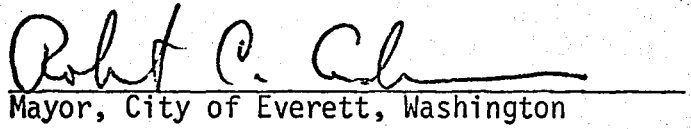
Mayor, City of Auburn, Washington



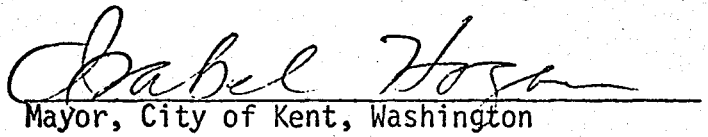
Mayor, City of Bellevue, Washington



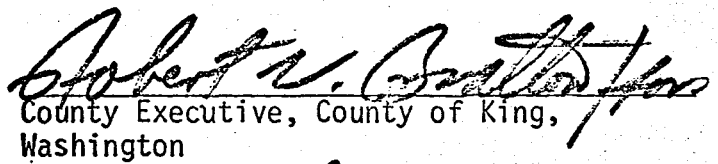
Mayor, City of Edmonds, Washington



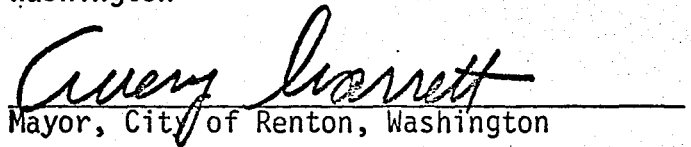
Mayor, City of Everett, Washington



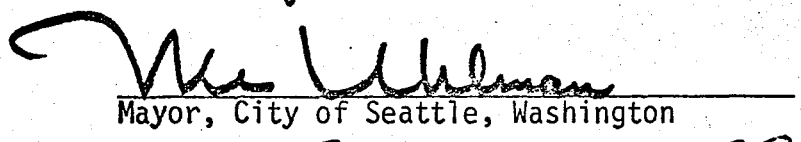
Mayor, City of Kent, Washington



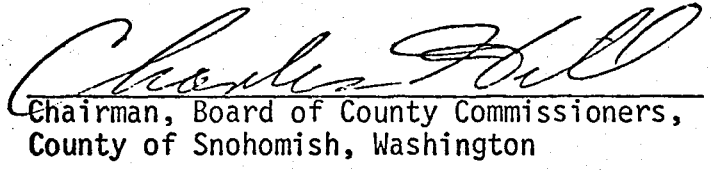
County Executive, County of King,
Washington



Mayor, City of Renton, Washington



Mayor, City of Seattle, Washington



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

APPENDIX I

W I T N E S S E T H

WHEREAS, The Comprehensive Employment and Training Act of 1973, effective December 28, 1973, authorizes the Secretary of Labor to establish a flexible and decentralized system of Federal, State and local programs for the planning and delivery of comprehensive manpower and employment services throughout the United States; and

WHEREAS, the purpose of this Act is to provide job training and employment opportunities for unemployed, underemployed and economically disadvantaged persons; and

WHEREAS, the Act encourages local government to form prime sponsor consortia arrangements which provide administrative and programmatic advantages over other methods of delivering services; and

WHEREAS, under the authority of the Interlocal Cooperation Act of 1967 (Chapter 39.34, Revised Code of Washington), the public agencies of the State of Washington, to wit: The City of Auburn, the City of Bellevue, the City of Edmonds, the City of Everett, the City of Kent, the County of King, the City of Renton, the City of Seattle, and the County of Snohomish, serving a total population of approximately 1,400,000 persons, previously have entered into a Interlocal Government Agreement creating the King-Snohomish Manpower Consortium; and

WHEREAS, this Agreement is not prevented by State or local law from taking effect in the entire geographical area of the counties of King and Snohomish of the State of Washington; and

WHEREAS, each of the parties signatory to this Agreement has the legal authority under State and local law to enter into such an agreement; and

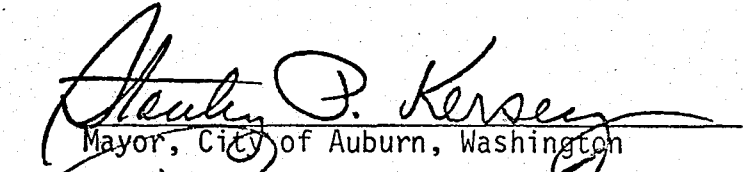
WHEREAS, no ineligible governmental unit located within the jurisdiction of the Consortium has informed the Consortium of its desire not to have services

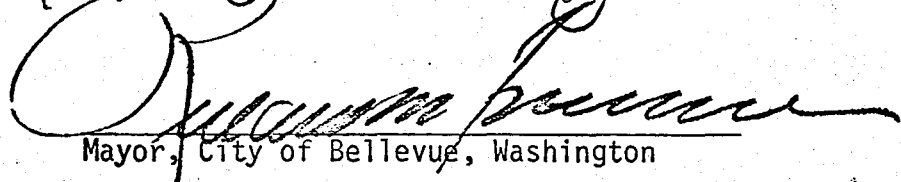
pursuant to the Comprehensive Employment and Training Act of 1973 provided through the Consortium;

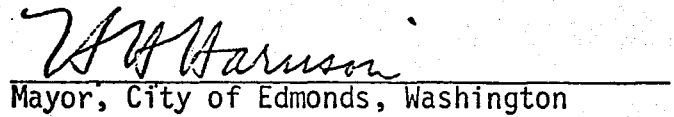
NOW THEREFORE, under the mutual forms and conditions contained in that Agreement, the parties hereto further covenant, promise and agree as follows:

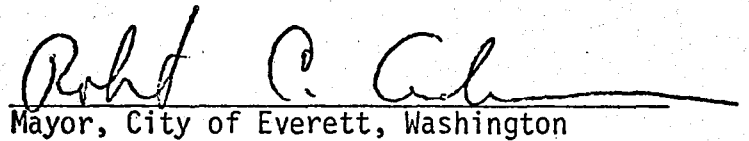
- (1) That the Consortium shall be the prime sponsor for purposes of the Comprehensive Employment and Training Act of 1973 and all grant agreements between the Consortium and the United States Department of Labor are hereby authorized by all of the signatory parties hereto to be executed by the Executive Committee.
- (2) That all grant agreements between the Consortium and the United States Department of Labor shall be signed by the Chairperson of the Executive Committee of the Consortium; who shall be the chief executive officer of one of the members of the Consortium.
- (3) That each of the parties signatory hereto agree to respectively accept responsibility for the operations of the Comprehensive Employment and Training Act program to the extent consistent with local law and the laws of the State of Washington and the terms of this Agreement.
- (4) That this amendment is executed pursuant to the provision for amending the Interlocal Government Agreement adopted May 23, 1973, and shall have full force and effect from and after October 1, 1974, irrespective of the date of execution.
- (5) That the Consortium established pursuant to this Agreement shall continue for the duration of any grant agreement entered into by the Executive Committee, pursuant to the Comprehensive Employment and Training Act of 1973.

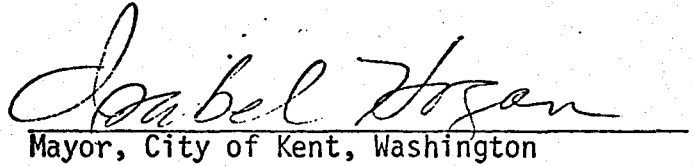
IN WITNESS WHEREOF, this Agreement is executed by the chief executive officers of the parties hereto, listed below, and shall have full force and effect from and after October 1, 1974.

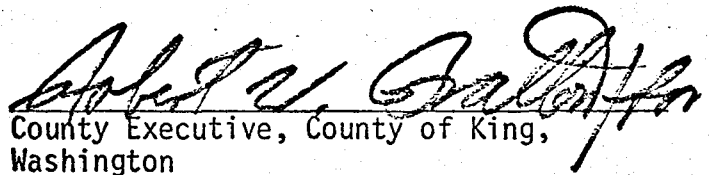

Mayor, City of Auburn, Washington


Mayor, City of Bellevue, Washington

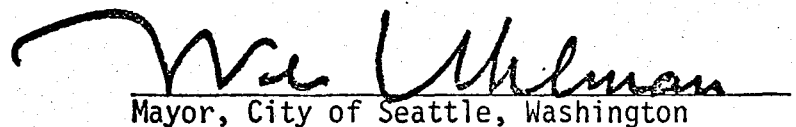

Mayor, City of Edmonds, Washington

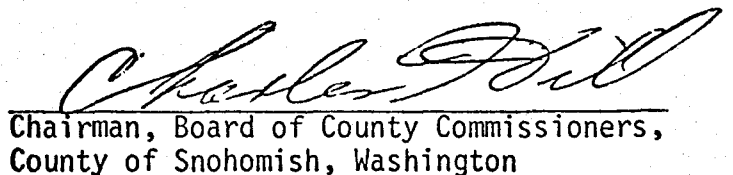

Mayor, City of Everett, Washington


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