

# Franklin County

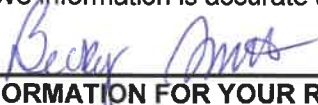
## Board of Commissioners

### Agenda Summary Report-Master Agreement between the Counties of Benton and Franklin and the Benton-Franklin Workforce Development Council

<b>DATE SUBMITTED:</b>	<b>PRESENTED BY:</b> Becky Smith
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
<b>SUBJECT / ISSUE:</b> Master Agreement between the Counties of Benton and Franklin and the Benton-Franklin Workforce Development Council	
<b>FISCAL IMPACT:</b> Under this agreement the BFWDC assumes dual responsibilities as the planning and oversight of WIOA, in partnership with the Counties, and as the Grant Sub-Recipient (GSR) and Administrative Entity (AE), with the functional responsibility for managing the funds and implementing the activities under WIOA for Workforce Development Area XI.	
<b>ACTION(S) REQUESTED:</b> Pass resolution.	
<b>BACKGROUND:</b> The purpose of the Master Partnership Agreement is to establish respective authorities and responsibilities of the Counties and the BFWDC.	
<b>COORDINATION:</b> To date, WDC CEO, WDC Office Manager, Benton County Deputy Prosecuting Attorney (Civil) and the Benton County Commissioners. Moving forward, additional coordination with Franklin County Deputy Prosecuting Attorney (Civil), the Franklin County Commissioners.	
<b>RECOMMENDATION:</b> Recommend Commissioners sign attached agreement.	
<b>HANDLING / ROUTING:</b> <ol style="list-style-type: none"><li>1. Review and approval by Franklin Co. Commissioners</li><li>2. Three Original Agreements and Three Original Agreements back to me please, thank you.</li></ol>	
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"><li>1. Three Original Agreements-please sign and return all three to me, once fully executed one original will be sent back to Franklin Co. per your request for your records.</li><li>2. Scanned Electronic Document.</li></ol>	

I certify the above information is accurate and complete.

(Sign Name)



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**CONTACT INFORMATION FOR YOUR REFERENCE:**

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Benton-Franklin Workforce Development Council  
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509.734.5996 [bsmith@bf-wdc.org](mailto:bsmith@bf-wdc.org)

**JOINT RESOLUTION**

**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF EXECUTING A MASTER AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES (Counties) AND THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL (BFWDC) TO ESTABLISH THE RESPECTIVE AUTHORITIES AND RESPONSIBILITIES OF THE COUNTIES AND THE BFWDC.**

**WHEREAS**, the Counties and BFWDC have previously entered into a Master Agreement pursuant to the terms of the Workforce Investment Act of 1998;

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), hereinafter referred to as WIOA, supersedes the Workforce Investment Act, so the parties desire to enter into an updated agreement pursuant to the WIOA; and

**WHEREAS**, the WIOA authorizes the expenditures of Federal funds for locally determined workforce development training programs in designated Workforce Development Areas; and

**WHEREAS**, the Benton-Franklin Workforce Development Council has been designated by the Governor as a local Workforce Development Area, hereinafter referred to as Workforce Development Area XI; and

**WHEREAS**, WIOA requires the establishment of a Workforce Development Council (WDC) to provide policy guidance and oversight of the Workforce Development Area’s Local Plan(s) with the respected Chief Elected Officer’s (CEO); and

**WHEREAS**, the Counties and the WDC of Workforce Development Area XI must provide assurance to the Governor that they will comply with the WIOA and its regulations; and other applicable federal and state laws, regulations, and provisions governing the Workforce Development Area’s planning and operation of programs under WIOA; and

**WHEREAS**, WIOA requires the Counties and the BFWDC to define the scope of their partnership by means of a Master Partnership Agreement,

**BE IT RESOLVED** that the Benton and Franklin Counties Board of Commissioners has received the proposed Master Agreement, and does not object to such agreement; and,

**BE IT FURTHER RESOLVED** that the Chairman is hereby authorized to sign said agreement indicating the Board’s receipt and review on behalf of the Board of Benton and Franklin County Commissioners.

Dated this.....day of....., 2019

Dated this.....day of....., 2019

\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners of Benton County, Washington

\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners of Franklin County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

**Master Agreement**  
**Between**  
**The Counties of Benton and Franklin**  
**And**  
**The Benton-Franklin Workforce Development Council**

This Agreement is made and entered into by and among the Counties of Benton and Franklin, political subdivisions of the State of Washington, hereinafter referred to as the Counties, and the Benton-Franklin Workforce Development Council, hereinafter referred to as the BFWDC, a Washington non-profit corporation.

WHEREAS, the Counties and BFWDC have previously entered into a Master Agreement pursuant to the terms of the Workforce Investment Act of 1998;

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), hereinafter referred to as WIOA, supersedes the Workforce Investment Act, so the parties desire to enter into an updated agreement pursuant to the WIOA; and

WHEREAS, the WIOA authorizes the expenditures of Federal funds for locally determined workforce development training programs in designated Workforce Development Areas; and

WHEREAS, the Benton-Franklin Workforce Development Council has been designated by the Governor as a local Workforce Development Area, hereinafter referred to as Workforce Development Area XI; and

WHEREAS, WIOA requires the establishment of a Workforce Development Council (WDC) to provide policy guidance and oversight of the Workforce Development Area's Local Plan(s) with the respected Chief Elected Officer's (CEO); and

WHEREAS, the Counties and the WDC of Workforce Development Area XI must provide assurance to the Governor that they will comply with the WIOA and its regulations; and other applicable federal and state laws, regulations, and provisions governing the Workforce Development Area's planning and operation of programs under WIOA; and

WHEREAS, WIOA requires the Counties and the BFWDC to define the scope of their partnership by means of a Master Partnership Agreement,

NOW THEREFORE, in consideration of the foregoing declarations, covenants, and agreements contained herein, the Counties and the BFWDC hereby agree as follows:

**I. PURPOSE**

The purpose of this Master Partnership Agreement is to establish the respective authorities and responsibilities of the Counties and the BFWDC.

**II. AUTHORITY AND RESPONSIBILITY OF THE COUNTIES**

The Counties shall exercise and fulfill their authority and responsibility under WIOA, and/or any successor legislation, in accordance with all applicable Federal and State laws, regulations, and provisions, and in accordance with all applicable guidance from the Governor including, but not limited to the following:

- A. The Counties shall exercise general oversight of the WIOA programs, review, make recommendations, and approve or reject the Local Plan(s) as developed and modified by the BFWDC pursuant to the WIOA, and, as needed consult with the BFWDC in the formulation of the local workforce development policy.
- B. The Counties shall appoint members to the BFWDC in accordance with their Interlocal Cooperative Agreement. In fulfilling this responsibility, the following is agreed:
  - 1. The Counties shall have sole responsibility for determining the selection process for persons to be appointed to the BFWDC, consistent with applicable Federal laws, regulations and provisions, and the Interlocal Cooperation Agreement.
  - 2. The Counties shall have sole responsibility for the creation and retention of all files containing records and documents pertaining to the nomination and appointment of individuals to the BFWDC, through its designated representatives on the BFWDC Executive Council, and for ensuring the BFWDC remains certified by the Governor in accordance with Federal and State laws and regulations, the costs of which will be included in the BFWDC budget.
- C. The Counties agree to manage their responsibilities through the appointment of one Commissioner each from Benton and Franklin Counties to the Executive Council of the BFWDC. These Commissioners will have the following duties:
  - 1. They shall serve as members of the BFWDC, and as such shall consult as necessary with the BFWDC on their joint responsibilities.
  - 2. They shall serve as the points of contact for the respective county Boards of Commissioners, and as such shall receive meeting notices, and any other information necessary to fulfill their responsibilities. They shall be responsible for presenting all documents to their respective boards that need board of Commissioner review or approval, including gaining of required signatures within 21 days of receipt of material from the BFWDC, to assure the Workforce Development Area's ability to provide timely services delivery.

3. They shall provide comments and recommendations to the BFWDC at BFWDC meetings, or within 21 calendar days of receiving information requesting comments or recommendations.
4. They shall review the budget for the local Workforce Development Area XI, to include all funds retained by the BFWDC to provide planning, procurement, and oversight activities, and shall review and approve the budgets of the workforce delivery system, including those of the Grant Sub-Recipient (GSR) and Administrative Entity (AE), and all funds subcontracted to fulfill the approved Local Plan(s).
5. They shall review all contracts with the Service providers after the contracts have been approved by the BFWDC, including proposed amendments or modification to all Service provider contract budgets, and all proposed transfers of funds between Service providers.

### III. AUTHORITY AND RESPONSIBILITY OF THE BFWDC

Under this Agreement the BFWDC assumes dual responsibilities as the planning and oversight of WIOA, in partnership with the Counties, and as the Grant Sub-Recipient (GSR) and Administrative Entity (AE), with the functional responsibility for managing the funds, and implementing the activities under WIOA for Workforce Development Area XI. The BFWDC shall exercise and fulfill all authority and responsibility under WIOA in accordance with all applicable Federal and State regulations, laws and provisions.

- A. The BFWDC shall exercise oversight, review, monitor and evaluate all Workforce Development Area XI activities under WIOA to include:
  1. Prepare the local Strategic and operations plans with input from the county executives.
  2. Submit the local plan to the Governor.
  3. Negotiate local performance measures.
  4. Identify eligible providers for career services.
  5. Select providers for all services including youth.
  6. Oversee the procurement process for awarding contracts.
  7. Analyze data for the oversight of employment and training activities to ensure accountability.
  8. Ensure Continuous Quality Improvement is a cornerstone for all local area employment and training programs.
  9. Fulfill local reporting requirements for the state.
  10. Prepare the annual operating budget for the council.

11. Prepare the annual Infrastructure Funding Agreement for WorkSource Partners.
  12. Facilitate communication between operators of workforce programs and economic development partners.
  13. Ensure a one-stop delivery system is implemented between partner organizations according to State and Federal guidelines.
- B. The BFWDC may terminate its members in accordance with its by-laws.
  - C. The BFWDC agrees that there will be no change in the number of members of the WDC until after meeting with the Chief Elected Officials of the Counties.
  - D. The BFWDC agrees to comply with the State Open Public Meetings Act (RCW 42.30).
  - E. BFWDC members who wish to compete to provide goods and services to Workforce Development Area XI, must compete under the same procurement process as any other member of the business community, and in compliance with any formal guidance provided by federal or state agencies. A BFWDC member who is competing to provide goods or services shall not participate in the decision-making process at any level, pursuant to Federal and State WIOA rules, and in accord with its own Code of Conduct.
  - F. The BFWDC shall collect program data necessary for management and evaluation, and will prepare and disseminate all required reports, as well as ad hoc reports that may be requested by the Counties.
  - G. The BFWDC shall maintain an accounting system in accordance with all applicable Federal and State requirements including provision, and timely resolution, of all required audits.
  - H. The BFWDC shall assume liability for the repayment of any disallowed costs and liability will be extended contractually to all entities funded under WIOA. The BFWDC shall purchase Directors and Officer's insurance, fidelity bonding, and other insurance as is reasonable to cover business risks. The BFWDC shall also maximize its unrestricted funds to be used to repay disallowed costs.
  - I. The BFWDC shall select, hire, and terminate staff in accordance with applicable Federal and State laws and regulations, and its own personnel policies and procedures.
  - J. The BFWDC shall keep the Counties informed about WIOA issues and will provide copies of all monitoring reports, or recommendations, verbal or written, from the state or federal levels, to the Counties through their CEO's and to the BFWDC Chair within five working days of receipt.
  - K. The BFWDC shall receive and resolve complaints and grievances pursuant to Federal and state requirements.

**IV. AUTHORITY AND RESPONSIBILITY JOINTLY HELD BY THE COUNTIES AND THE BFWDC**

- A. The Counties and the BFWDC hereby agree to designate the BFWDC as the Grant-Sub Recipient (GSR) and Administrative Entity (AE), beginning July 1, 2014.
- B. The Counties and the BFWDC agree to cooperate to ensure effective service delivery of the most beneficial mix of program options to the eligible residents of the Workforce Development Area XI. Further, the Counties and the BFWDC shall cooperate to stimulate the active, effective participation of all sectors of the community in the delivery of workforce development services.
- C. Disputes between the Counties and the BFWDC shall be resolved by mutually satisfactory negotiation. In the event of an impasse, the mediation policy and procedure specified in WIOA regulations shall be used.

**V. DURATION**

The term of this Agreement is perpetual unless terminated by agreement of the BFWDC and Counties as provided in Section VII.

**VI. AMENDMENT**

This Agreement may be amended in writing by agreement of the majority of members of each Board of the Counties, and by a majority vote of a quorum meeting of the BFWDC.

**VII. TERMINATION**

The Counties may terminate this Agreement at any time by mutual consent, provided such termination shall be provided in writing to the Governor at least 180 days prior to its effective date.

**VIII. REPEAL of PREVIOUS AGREEMENTS**

All prior Master Agreements and amendments among the Counties and the BFWDC are hereby repealed.

IN WITNESS THEREOF, the Counties agree, by signing below.

Benton County

Approved as to Form:

\_\_\_\_\_  
Benton County Commissioner      Date

  
\_\_\_\_\_  
Deputy Prosecuting Attorney      Date

\_\_\_\_\_  
Benton County Commissioner      Date

\_\_\_\_\_  
Benton County Commissioner      Date

\_\_\_\_\_  
Clerk to the Board      Date

Franklin County

Approved as to Form:

\_\_\_\_\_  
Franklin County Commissioner      Date

 7/9/19  
\_\_\_\_\_  
Deputy Prosecuting Attorney      Date

\_\_\_\_\_  
Franklin County Commissioner      Date

\_\_\_\_\_  
Franklin County Commissioner      Date

\_\_\_\_\_  
Clerk to the Board      Date