

# Franklin County

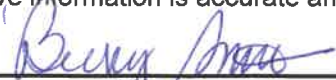
## Board of Commissioners

### Agenda Summary Report-Benton and Franklin Counties Interlocal Cooperation Agreement for the Workforce Innovation and Opportunity Act

<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> Benton and Franklin Counties Interlocal Cooperation Agreement for the Workforce Innovation and Opportunity Act.	
<b>FISCAL IMPACT:</b> The counties agree to designate the BFWDC as the Grant Sub-Recipient and Administrative Entity (GSR/AE beginning with the Program Year which commences July 1 <sup>st</sup> each year. The BFWDC shall have the responsibility for maintaining all planning, procurement, and oversight of records necessary to support and confirm that all WIOA procurement, and oversight of records necessary to support and confirm that all WIOA activities have been conducted in conformance with the Master Partnership Agreement and all regulations and procedures from both the federal and state levels, as applicable to the operation of the WIOA programs.	
<b>ACTION(S) REQUESTED:</b> Pass resolution.	
<b>BACKGROUND:</b> To enable the Parties to maintain a Workforce Development Area which is comprised of the two counties; and which will promote the effective delivery of workforce development services; consistent with the labor market area, or other federal or state designated workforce development areas with which WIOA programs coordinate services.	
<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)



---

**CONTACT INFORMATION FOR YOUR REFERENCE:**

Becky Smith, Office Manager  
Benton-Franklin Workforce Development Council  
815 N. Kellogg, Suite C Kennewick, WA 99336  
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 AN INTERLOCAL COOPERATION AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES RELATING TO THE IMPLEMENTATION OF THE PROVISIONS OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**WHEREAS**, The Revised Code of Washington, Chapter 39.34.030, the "Interlocal Cooperation Act", authorizes local governmental units to make the most efficient use of their powers and resources by enabling them to cooperate with each other on a basis of mutual advantage by executing cooperative agreements; and

**WHEREAS**, such cooperative agreements can facilitate the provision of job training and related service in a manner that will accord best with geographic, economic population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the two Counties have previously entered agreements under the Workforce Investment Act (WIA) of 1998, which was superseded by the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128); and

**WHEREAS**, the Counties desire to enter into an agreement under the WIOA; and

**WHEREAS**, the Governor has designated Benton and Franklin Counties as a Workforce Development Area for the provision of workforce development services, and the Counties have a mutual interest in maintaining a single Workforce Development Area as defined in WIOA, to facilitate the efficient and effective delivery of workforce development and related services within the boundaries of the two counties; and

**WHEREAS**, it is the intent of the Counties by execution of this Agreement, to enter into a new Interlocal Cooperative Agreement, and to repeal all prior Interlocal Cooperative Agreements with their amendments, relating to the implementation of the provisions of the WIA.

**BE IT RESOLVED** that the Benton and Franklin Counties Board of Commissioners has received the proposed Benton and Franklin Counties Interlocal Cooperating 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

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk of the Board

Clerk of the Board

Benton and Franklin Counties Interlocal Cooperation Agreement for  
The Workforce Innovation and Opportunity Act

This Agreement is made and entered into by and between the Counties of Benton and Franklin, which are political subdivisions of the State of Washington, and who are hereinafter jointly referred to as "the Counties".

WHEREAS, the Revised Code of Washington, Chapter 39.34.030, the "Interlocal Cooperation Act", authorizes local governmental units to make the most efficient use of their powers and resources by enabling them to cooperate with each other on a basis of mutual advantage by executing cooperative agreements; and

WHEREAS, such cooperative agreements can facilitate the provision of job training 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; and

WHEREAS, the two Counties have previously entered agreements under the Workforce Investment Act (WIA) of 1998, which was superseded by the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128); and

WHEREAS, the Counties desire to enter into an agreement under the WIOA; and

WHEREAS, the Governor has designated Benton and Franklin Counties as a Workforce Development Area for the provision of workforce development services, and the Counties have a mutual interest in maintaining a single Workforce Development Area as defined in WIOA, to facilitate the efficient and effective delivery of workforce development and related services within the boundaries of the two counties; and

WHEREAS, it is the intent of the Counties, by execution of this Agreement, to enter into a new Interlocal Cooperative Agreement, and to repeal all prior Interlocal Cooperative Agreements with their amendments, relating to the implementation of the provisions of the WIA.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Counties agree as follows:

I. PURPOSE

The Purpose of this Agreement is to:

- A. Enable the Parties to maintain a Workforce Development Area which is comprised of the two counties; and which will promote the effective delivery of workforce development services, consistent with the labor market area, or other federal or state designated workforce development areas with which WIOA programs coordinate services.

- B. Enable the Counties to appoint members to the local Workforce Development Council (WDC), and to negotiate an agreement with the WDC that will assign responsibilities for:
  - 1. Establishing procedures to develop and approve the WDC Local Plan(s);
  - 2. Selecting a Grant Sub-Recipient (GSR) and Administrative Entity (AE) to administer the Local Plan(s).
  - 3. Delineating all other functions and responsibilities between the Counties and the WDC, as necessary to operate effective Local Plan(s) under WIOA.
- C. Provide the Governor of the State of Washington with assurance that the Counties will:
  - 1. Support the applications for funds to be submitted and all contracts and agreements related thereto with the United States Department of Labor, other Federal departments, and agencies of state or local governments as may be required.
  - 2. Establish a One-Stop Committee as prescribed in Section 107(B)(4)(A)(i) of WIOA.
  - 3. Establish a Youth Committee as prescribed in the WIOA.
  - 4. Establish an Individual with Disabilities Committee as prescribed in the WIOA.

## II. ADMINISTRATION

- A. All powers and responsibilities, as provided in this Agreement, shall be executed and performed by the Counties, through their respective Boards of County Commissioners.
- B. The Counties shall independently have the responsibility, in cooperation with the WDC, to approve the Local Plan(s), and all modifications of the plan(s), for submission to the Governor in accordance with federal and state regulations and provisions.
- C. Each Board of Commissioners shall designate one of its members to represent the Board on the WDC Executive Committee. These individuals shall represent the Counties in its interaction with the WDC, inform the Counties of the WDC's actions, and refer to the Counties the actions that are necessary to fulfill the WDC – Chief Elected Official (CEO) partnership specified by the WIOA and the Master Partnership Agreement. The responsibilities of the Executive Committee include, but are not limited to the following:
  - 1. Serving as the point of contact between the WDC and the Counties, to include receipt of all correspondence, meeting notices, routine and ad hoc reports, monitoring and evaluation reports, audits and other administrative materials,
  - 2. Keeping the Counties informed of any issues that require their knowledge and attention, and
  - 3. Presenting services provider selections and contract modifications to their respective Boards of Commissioners,
  - 4. Communicating reasons for rejections or any contract or modifications to the WDC, along with suggested corrective action;

5. Conducting the appointment process for the WDC members, subject to the ratification of both Boards of Commissioners.

### III. DURATION

The Workforce Development Area created by this Interlocal Cooperation Agreement shall have perpetual existence, except as terminated pursuant of the provisions of Section IX hereof, or upon termination of WIOA.

### IV. POWERS

The Counties shall have the power to:

- A. Negotiate an agreement with the WDC to develop the Local Plan(s).
- B. Select, in cooperation with the WDC, the WIOA Grant Sub-Recipient and Administrative Entity.
- C. Perform such other activities as may be necessary to carry out the requirements of WIOA.

### V. FISCAL AND PROGRAMMATIC MANAGEMENT

The Counties agree to designate the WDC as the Grant Sub-Recipient and Administrative Entity (GSR/AE) beginning with the Program Year which commences July 1<sup>st</sup> each year. The WDC shall have the responsibility for maintaining all planning, procurement, and oversight of records necessary to support and confirm that all WIOA activities have been conducted in conformance with the Master Partnership Agreement and all regulations and procedures from both the federal and state levels, as applicable to the operation of the WIOA programs.

### VI. APPOINTMENT OF WORKFORCE DEVELOPMENT COUNCIL (WDC) MEMBERS

- A. Consistent with WIOA Provisions, the Counties shall have sole responsibility for determining the selection process for persons to be appointed the WDC.
- B. The Counties agree that the WDC shall recommend to each board the appointees to the WDC from the slate of candidates provided to them according to procedures established in WIOA. The proportion of members appointed from each county shall be maintained in accordance with population ratios. Appointments will be effective by way of a resolution from the Counties.
- C. The Counties hereby agree that the WDC shall:  
Comply with the representation requirements for local board membership as outlined in WIOA. Majority members shall be business owners and executives. The Chairperson of the WDC must be selected from this group. Representation on the WDC will also be from educational entities, labor organizations, community-based organizations, economic development organizations, government, and others determined to be appropriate.

D. WDC members shall be appointed for a three-year term, with the opportunity to be re-appointed through the regular nomination process. The terms of the WDC members shall be staggered so that approximately one-third of the membership is reappointed each year.

VII. LIABILITY

Any liability incurred by the Counties for WDC actions or inactions shall be apportioned between the Counties based upon the Counties' population ratios for the year in which the incidence giving rise to the liability occurred.

VIII. DISPUTES

A. Disputes that arise under this Agreement shall, to the extent possible, be resolved through informal negotiations.

B. Disputes which cannot be resolved informally shall be resolved through binding arbitration pursuant to procedures specified in WIOA regulations, if applicable, or pursuant to procedures established by the Arbitration Association of America.

IX. 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.

X. AMENDEMENT

This agreement may only be amended in writing by agreement of the counties.

XI. REPEAL

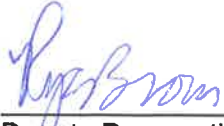
All prior Interlocal Agreements and Amendments between the Counties which implement the provision of WIA are hereby repealed.

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

Benton County

Approved as to Form:

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

 7/2/19  
\_\_\_\_\_  
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