

TACOMA-PIERCE COUNTY EMPLOYMENT AND TRAINING CONSORTIUM

INTERLOCAL GOVERNMENT AGREEMENT

THIS AGREEMENT is hereby made by and between the CITY OF TACOMA, a municipal corporation, herein called the "City," and the COUNTY OF PIERCE, a political subdivision of the State of Washington, herein called the "County."

WITNESSETH:

WHEREAS, the Comprehensive Employment and Training Act Amendments of 1978, hereinafter called the "Act" or "CETA," authorizes the Secretary of Labor to establish comprehensive employment and training systems designed to address the problems of the unemployed, underemployed, and economically disadvantaged within local communities and labor markets; and

WHEREAS, the Act encourages local governments to form prime sponsor consortia to provide said comprehensive employment and training system and provides incentives therefore; 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 agency of this State having the same powers, privileges, or authority; and

WHEREAS, the County and the City agree that a local consortium should be established to provide regional employment and training services that shall include the development and creation of job opportunities and the training, education, and other services needed to enable eligible individuals to secure and retain employment at their maximum capacity (including development of necessary comprehensive planning systems to promote effective coordination of all programs under its jurisdiction); and

WHEREAS, the City and the County are eligible prime sponsors under CETA with populations, respectively, of 100,000 or more.

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

1. CREATION OF CONSORTIUM

That they hereby create the Tacoma-Pierce County Employment and Training Consortium, hereinafter referred to as the "Consortium," in order to exercise jointly those powers necessary to carry out the responsibilities and obligations set forth in this agreement, for the operation of programs funded primarily, but not exclusively, by the Comprehensive Employment and Training Act Amendments of 1978, or subsequent employment and training legislation, in the area comprising the entirety of Pierce County. Such purposes are to be accomplished and said common power exercised in a manner hereinafter set forth and said Consortium shall be a public entity separate and apart from the City and County.

2. TERM

That the term of this agreement shall be indefinite and shall continue from year to year unless amended. This agreement may be amended at any time by the mutual consent or agreement of the City and County. Either party to this agreement may terminate this agreement by giving written notice to the other party of its intention to terminate this agreement. This notice of termination shall be effective only at the expiration of one complete fiscal year after the fiscal year during which the notice is given.

3. CREATION OF BOARD

There is hereby created an Executive Board of Employment and Training herein after referred to as the "Board," which shall be composed of one member of the Pierce County Council, the County Executive, the Mayor, and one member of the Council of the City of Tacoma, the Chairman of the Planning Advisory Council created pursuant to paragraph 4.c. of this agreement. The Executive Director of the Consortium or his duly designated representative shall act as ex officio Secretary to the Board and may participate in all discussions thereof, but shall not be entitled to vote on any matter before said Board. Said members shall, after their appointment, continue in office until such time as their successors are duly appointed and qualified. The Board shall be charged with the duty of overseeing the operation of the Consortium, and shall serve as liaison between the Consortium and the parties to this agreement, and their respective legislative authorities. The Board shall have and carry out such other duties as are specifically provided in this agreement. The composition of the Board shall include the following additional stipulations:

- a. The Pierce County Executive and the Mayor of the City of Tacoma shall alternate annually as Chairperson and Vice-Chairperson of the Board.

- b. Each member of the Board shall have one (1) vote for a total of five (5) votes on the Board. A majority of Board votes (3 votes) shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.
- c. The Executive Board of Employment and Training may adopt, from time to time, bylaws, rules and regulations as may be required for the conduct of its meetings and the orderly operation of the organization; and copies and amendments thereto shall be filed with the City and County. All meeting of the Board shall comply with the requirements of Chapter 42.30 Revised Code of Washington.

4. POWERS OF THE EXECUTIVE BOARD OF EMPLOYMENT AND TRAINING

That the responsibilities and powers of the Executive Board of Employment and Training shall be as follows:

- a. Develop a policy framework including the development of an Annual Plan for the carrying out of the employment and training program in conformance with and subject to CETA, any subsequent employment and training legislation, and other applicable laws and regulations.
- b. Direct and assure the carrying out of its policies, and those of the Department of Labor with respect to CETA any subsequent employment and training legislation and all regulations pursuant thereto; or any other applicable program or project, by Consortium staff, agents of Consortium staff, agents of Consortium, its contractors and subgrantees.
- c. Establish one Planning Advisory Council which shall be charged with the responsibility to advise the Executive Board of Employment and Training on the setting of basic goals and policies, shall make recommendations regarding program plans, shall provide for continuing analysis of need for employment, training and related services, and perform any other function mandated by the governing legislation. Said Council shall be composed of members mandated by federal regulation; a majority of whom shall represent business and industry; half to be appointed by the Pierce County Executive and half by the Tacoma City Council. Planning Advisory Council members shall serve two (2) year terms.
- d. On a regular basis, advise and inform the Pierce County Council, the Tacoma City Council, and the Department of Labor with respect to such matters as the Executive Board of Employment and Training may deem appropriate. These may include quarterly progress reports, fiscal reports, and such other reports as may be required.
- e. Establish personnel policies and procedures for the Consortium.

- f. The Executive Board of Employment and Training is hereby delegated full power and authority by the parties to this agreement to make and enter into contracts or subgrants 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; PROVIDED HOWEVER, that all such contracts and subgrants shall be consistent with and pursuant to the Annual Plan and Budget adopted according to the provisions of Paragraph 7 of this agreement. It is the understanding of both parties hereto that such contracts and subgrants entered into by the Board shall not be subject to ratification by the legislative bodies of the City and County.
- g. To monitor and evaluate all training and employment 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 State of Washington and/or the United States government.
- h. 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.

5. ADMINISTRATION

That the Executive Board of Employment and Training shall appoint an Executive Director who shall be delegated the authority, consistent with the policies of the Board and the Consortium budget, for the proper administration of the Consortium. Such administrative authority of the Executive Director shall include: the recruitment, selection, organization and training of staff; the administration of the budget; monitoring of program operations and performance; grant management and planning; evaluation; contract negotiation and compliance; and other duties as deemed necessary by the Board.

The Executive Director will report administratively to the Board or to a committee comprised of the chairman and the vice chairman during the interim periods between Board meetings.

6. ESTABLISHMENT OF FUNDS

The Board shall establish such funds as are necessary for the proper maintenance and operation of programs and projects developed pursuant to this agreement with the City of Tacoma's Finance Department. These accounts shall be funded with all monies made available from grant awards from the U.S. Department of Labor pursuant to the Comprehensive Employment and Training Act Amendments of 1978, as amended, and from other federal, state or local monies that are made available for programs served by this agreement. The funds thus created shall provide the monies required for the operation of the Consortium. Monies shall be paid out of such funds as are established by this agreement only pursuant to the budget procedures and fiscal operations procedure of the City and in accordance with applicable laws of the United States and State of Washington.

The Consortium shall be limited in its expenditures and disbursements to those items authorized in its budget. Vouchers, journal vouchers, or any other legally proper method of requesting such expenditures shall be prepared by the Executive Director of the Consortium or his designee and approved for payment by the City of Tacoma's Finance Director or his designee. Upon being presented with an approved voucher, the Director of Finance and the City Treasurer shall issue a warrant drawn on the appropriate Consortium fund.

7. ANNUAL PLAN

Annually at a time and date set by the Executive Board of Employment and Training, the Executive Director of the Consortium shall submit to the Board an Annual Plan that includes the Annual Budget which he deems sufficient to carry out the programs of the Consortium. The Board shall review the Plan and make whatever adjustments they deem necessary and shall then approve the Plan when it is in a form satisfactory to the Board.

The Plan and Budget thus approved shall constitute the appropriation for the Consortium for the ensuing fiscal year. Any subsequent changes in the Plan thus approved requiring additional appropriations shall be processed in the same manner as herein provided for the approval of the Annual Plan.

8. PERSONNEL

a. Merit System

The parties hereto understand and agree that in order to successfully operate the Consortium and in order to qualify for certain Federal and State programs, it is necessary and essential that there be created within the Consortium, a Merit System of employment governing all employees of the Consortium with the exception of the Executive Director, and other such principal assistants as determined by the Executive Board of Employment and Training.

b. Establishment of Personnel Board

The Executive Board of Employment and Training shall appoint a three (3) member Consortium Personnel Board. The Personnel Board shall have the following functions relating to the Administration of the Consortium personnel system:

- 1) To review the personnel rules developed by the Executive Director, and submitted to the Executive Board of Employment and Training with recommendations for adoption.
- 2) To hear appeals from any action involving recruitment, selection, and examination and to report its findings and recommendations in writing to the Executive Director. Such findings and decisions shall be reviewed and approved by the Executive Board.
- 3) To provide other such advice, reviews, or investigations on matters under its jurisdiction as may be specifically directed by the Executive Board of Employment and Training.

c. Status of Current Personnel on the Creation of the Consortium

Personnel presently employed by the City or the County shall, as of October 1, 1982, cease to be employees of either the City or the County, but shall become employees of the new combined County-City Employment and Training Consortium; subject, however, to the following terms and conditions:

- 1) Those employees presently considered City employees will remain as members of the City Retirement System.
- 2) Those employees presently considered County employees will remain as members of the Washington State Public Employees' Retirement System.
- 3) All employees shall retain whatever accrued vacation leave and sick leave rights they may have or possess as of October 1, 1982. Thereafter, they shall be governed by such employment practices and policies as may be established by the Consortium.
- 4) Those present employees of the City Comprehensive Employment Services Office who are considered City employees shall upon the execution of this agreement be granted a leave of absence from City employment for two years in the same manner granted City employees who may be appointed to the unclassified service in the City Merit System after having attained permanent status as classified employees. Such employees of the Consortium shall retain their existing Merit classification and in the event of the termination of their services with the Consortium shall have the same rights with reference to City employment as all employees returning from a leave of absence.

- 5) Upon execution of this agreement, employees of the County Manpower office shall be granted reemployment referral listing for one year to other County departments for their present classification provided they are laid off from employment by the Consortium and not dismissed for cause.

d. New Employees

All new employees of the Consortium shall be deemed employees solely of the Consortium and said employees shall be members of the Washington State Public Employees' Retirement System.

e. Employment Conditions During Term of this Agreement

All incidents of employment relating to compensation such as sick leave, annual leave, the Consortium's share of health care insurance, and compensation or salary ranges, together with other fringe benefits, shall be established by the Board of Employment and Training. Any annual negotiations involving employees of the Consortium shall be conducted for the Consortium by the Executive Board of Employment and Training or their appointed designees.

9. MATCHING FUNDS

That any grant or contract received by the Consortium which requires that a local share of the total amount contemplated by the grant or contract be contributed by local sources shall be contributed by the Executive Board of Employment and Training; PROVIDED THAT, the Board may, upon agreement by the funding source of the grant or contract, require that up to one hundred percent (100%) of such contribution be reimbursed by the subgrantee or subcontractor with which the Board is contracting for the performance of services contemplated by said grant or contract.

10. TRANSFER OF PROPERTY

It is agreed that at the date of the execution of this agreement, all property, except leased or rental property, to be utilized by the combined County-City Employment and Training Consortium, the ownership of which may be in the respective parties hereto, shall be transferred to the Consortium and thereafter inventoried and accounted for on an annual basis by the Executive Director of the Consortium in a manner specified by the Executive Board of Employment and Training and the City of Tacoma's Director of Finance; provided that should the parties terminate this agreement or in the event the Consortium should otherwise cease to exist, then in that event, the property originally contributed by the parties shall be returned to the party donating the same and any property subsequently purchased by the Consortium shall be divided equally on the basis of appraised value between the parties hereto. PROVIDED, FURTHER, that in the event either of the parties hereto are prohibited by law from transferring any property to the Consortium, then title to such property shall be retained by the owner and the Consortium shall use the property and account to the owner annually for use.

11. SUPPORT SERVICES

The City of Tacoma shall provide cost/general accounting, payroll, and accounts payable services to the Consortium. The parties acknowledge that the Consortium may continue to require the supportive services of various units of County and City government such as purchasing services, legal services, personnel services, etc. The Executive Board of Employment and Training from time to time shall recommend to the parties which units of City or County government should provide such supporting services to the Consortium. The cost to the party providing such services may be billed to the Consortium by invoice.

12. LIABILITY

a. Prior Liability

The parties hereto agree that each party will individually meet and assume all prior obligations and liabilities arising out of the operation of programs funded under the Act prior to October 1, 1982 and to hold harmless the other party from any such prior liability, except normal fiscal year transitional costs such as audits and unemployment compensation.

b. Joint Liability under this Agreement

That as of October 1, 1982 each party to this agreement accepts the ultimate responsibility for the operation and success of the program. Therefore, the parties hereto shall be jointly and severally liable for debts, liabilities and obligations incurred by the Consortium only with respect to grants, contracts, or agreements administered by it and shall not extend to any debt, liability or obligation external thereto.

c. Hold Harmless

That the City and County hereby mutually agree to indemnify and hold harmless the other party, its officials, officers, agents and employees from any and all claims, actions, causes of actions, judgements or liens occasioned by or arising out of the performance by either party of any activity caused hereunder except as set forth in Paragraph b. hereof and when such injury or damage is occasioned by the sole negligence of either party, its appointed or elected officials or employees.

13. PARTIAL INVALIDITY

That if any one or more of the terms, provisions, promises, covenants, or conditions of this agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

14. TRANSITION


Upon the execution of this agreement, the Executive Board of Employment and Training Board shall appoint an Executive Director and a staff transition team to develop an organization plan for the efficient transition of employment and training programs administered by the County and the City to the Consortium. Such an organizational plan shall include but shall not be limited to a staffing plan, a unified planning process providing for the selection or consolidation of service deliverers, integration of existing City and County program operations, and any other necessary steps to ensure the initiation of full combined County-City program operations under the Consortium and the Board by no later than October 1, 1982.

15. AFFIRMATIVE ACTION


The Consortium shall not discriminate against any person on the basis of race, color, creed, sex, age, nationality, or marital status in employment, including the upgrading, demotion, recruiting, transfer, layoff, termination, pay rate, or advertisement for employment of persons; and shall not violate any of the terms of Chapter 49.06 of the Revised Code of Washington; or fail to establish and maintain an affirmative action program developed and designed to increase minority participation in its employment program and further designed to include minority persons in all facets of the Consortium's operation and to ensure that the Consortium's policy toward equal opportunity is not negative and not neutral but positive.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

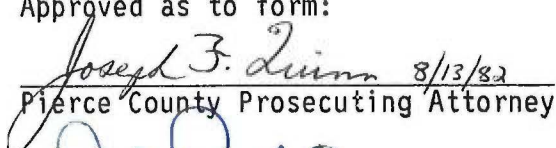
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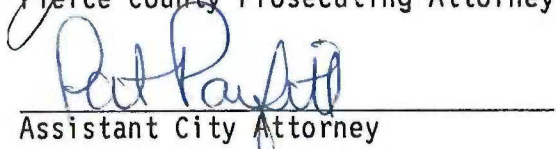

Director of Finance

Attest:


City Clerk

Approved as to form:


Pierce County Prosecuting Attorney


Assistant City Attorney

CITY OF TACOMA

By: 

Mayor

PIERCE COUNTY

By: 

Title:

Booth Gardner,
County Executive





RESOLUTION NO. 27475

WHEREAS Title I, Part A, of the Comprehensive Employment and Training Act Amendments of 1978 authorizes the formation of prime sponsor consortia for the purpose of administering and delivering employment and training services, and

WHEREAS the City of Tacoma and Pierce County form one labor market area, qualifying singly as prime sponsors, and are therefore eligible to form such a consortium, and

WHEREAS it appears desirable and in the best interests of the citizens of the City of Tacoma to enter into a consortium agreement which describes the powers and responsibilities to be exercised by the members thereof and also establishes an administrative entity responsible for program operations; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City of Tacoma be and they are hereby authorized and directed to enter into a consortium agreement with Pierce County for the purposes hereinabove set forth, which agreement shall be substantially in the form of the agreement on file in the office of the City Clerk and by this reference incorporated herein as though fully set forth.

Adopted JUN 22 1982

Harold E. Nielsen Jr.

Deputy Mayor

Attest: *[Signature]* City Clerk

M/jec

#1845r



RESOLUTION NO. 27521

WHEREAS the creation of the Executive Board of Employment and Training of the Tacoma-Pierce County Employment and Training Consortium calls for the Mayor and one member of the Tacoma City Council to serve thereon; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That Councilman Steve Kirby be and he is hereby nominated by the Council to serve, together with Mayor Sutherland, on said Executive Board.

Adopted AUG - 3 1982

Mayor

Attest: City Clerk

F/jec

#1922r

FILE NO. 430
51

PROPOSAL NO. 82-65

ORDINANCE NO. 82-65

By Request of County Executive and Council Chair Richardson

AN ORDINANCE AUTHORIZING THE COMBINING OF THE CETA PROGRAM OF PIERCE COUNTY
AND THE CITY OF TACOMA TO BE EFFECTIVE OCTOBER 1, 1982.

WHEREAS, Pierce County has a Comprehensive and Training Act of 1978
(CETA Program); and

WHEREAS, The City of Tacoma has a similar CETA Program; and

WHEREAS, a mutual study conducted by Pierce County and the City of Tacoma
indicates the two CETA Programs should be combined; and

WHEREAS, the Interlocal Agreement, as outlined in Appendix "A", attached
hereto, will accomplish the combining of the two programs,

NOW THEREFORE, BE IT ORDAINED by the Council of Pierce County:

Section 1. The combining of the Pierce County and City of Tacoma CETA
Programs is HEREBY AUTHORIZED per the attached agreement designated as Appendix
"A" and the County Executive is authorized to execute the agreement.

Section 2. The County Executive is authorized to notify the necessary
Federal Agencies to make the necessary transactions to close out the present
separate CETA operations in the Pierce County government.

Section 3. This combined consortium will be effective October 1, 1982.

PASSED this 27TH day of JULY, 1982.

ATTEST:

PIERCE COUNTY COUNCIL
Pierce county, Washington



Clerk of the Council

Approved as to form only:


Roger J. Miener, Chief Civil
Deputy Prosecuting Attorney


Council Chair

APPROVED ☒ VETOED ☐
this 29 day of July, 1982.


County Executive