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04/14/2010 02:32:46 PM \$0.00
PIERCE COUNTY, WASHINGTON

When Recorded, Return To:

City of Tacoma
City Clerk's Office
747 Market Street, Room 220
Tacoma WA 98402-3769

ORIGINAL

DOCUMENT TITLE

Interlocal Agreement

Grantor

City of Tacoma

Grantee

Pierce County

Description

Authorizing the execution of Amendment No. 1 to the Tacoma-Pierce County Employment and Training Consortium (TPCETC) Interlocal Government Agreement with Pierce County, to provide and account for certain support services to TPCETC.

Reference Number

Assessor's Parcel Number

**AMENDMENT NO. 1 TO THE
TACOMA-PIERCE COUNTY
EMPLOYMENT AND TRAINING CONSORTIUM
INTERLOCAL GOVERNMENT AGREEMENT**

THIS AMENDMENT NUMBER 1 (the "Amendment") to the 1982 TACOMA PIERCE COUNTY EMPLOYMENT AND TRAINING CONSORTIUM INTERLOCAL GOVERNMENT AGREEMENT (the "Agreement") is hereby made by and between the CITY OF TACOMA, a municipal corporation ("City") and the COUNTY OF PIERCE, a political subdivision of the State of Washington ("County").

WITNESSETH:

WHEREAS, the Workforce Investment Act of 1998, hereinafter called the "Act" or "WIA," authorizes the Secretary of Labor to establish a comprehensive employment and training system designed to address workforce development issues within Pierce County.

WHEREAS, in 1982, the County and City agreed that a local consortium should be established and maintained to promote effective coordination of workforce programs and resources under its jurisdiction and provide regional employment and training services that included the development and creation of employment opportunities, training, education and other services to enable eligible individuals to secure and retain employment.

WHEREAS, the Agreement between the City and County needs to be amended to reflect current geographic, economic, demographic, and other factors;

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

1. A new paragraph is added:

LEGAL NAME

That the Executive Board approves of the use of either the "Tacoma-Pierce County Employment and Training Consortium" or "WorkForce Central" as the legal names representing the entity formed by the Interlocal Government Agreement of October 1, 1982, currently known as the Tacoma-Pierce County Employment and Training Consortium.

2. Paragraph 1 of the Agreement is amended and replaced as follows:

CREATION OF WORKFORCE CENTRAL

That the parties hereby created WorkForce Central in October 1, 1982 in order to exercise jointly those powers necessary to carry out the responsibilities and obligations set forth in this agreement, for the operation programs and activities

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funded primarily, but not exclusively, by WIA, or subsequent workforce development legislation, in the area comprising the entirety of Pierce County. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth and said WorkForce Central shall be a public entity separate and apart from the City and County.

3. Paragraph 2 of the Agreement is amended and replaced a follows:

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 program year after the program year during which the notice is given. Program year is defined as July 1st through June 30th of any given year.

4. Paragraph 3 of the Agreement is amended and replaced a follows:

CREATION OF BOARD

There is hereby created an Executive Board herein after referred to as the "Board", which shall be composed of one member of the Pierce County Council, the County Executive, the City of Tacoma Mayor, one member of the City of Tacoma Council, and the Chairperson of the Planning Advisory Council created pursuant to paragraph 5c of this agreement. The Chief Executive Officer of WorkForce Central 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 WorkForce Central, and shall serve as liaison between WorkForce Central 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 City of Tacoma Mayor 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 Board 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

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the City and County. All meeting of the Board shall comply with the requirements of Chapter 42.30 Revised Code of Washington.

5. Paragraph 4 of the Agreement is amended and replaced a follows:

POWERS OF THE EXECUTIVE BOARD

That the responsibilities and powers of the WorkForce Central Executive Board be as follows:

- a. Adopt a policy framework including the development of an annual plan for the implementation of a comprehensive workforce delivery system and promotion of effective coordination of workforce programs and resources under its jurisdiction in conformance with and subject to WIA, any subsequent federal workforce development legislation, and other applicable laws and regulations.
- b. Direct and assure the implementation of its policies and those of the U.S. Department of Labor with respect to WIA, any subsequent federal workforce development legislation, and all regulations pursuant thereto: or any other applicable program, project, or activities by WorkForce Central staff, agents of WorkForce Central staff, agents of WorkForce Central, its contractors and subgrantees.
- c. Establish one Planning Advisory Council which shall be charged with the responsibility to advise the Executive Board as it relates to workforce development under WIA or any subsequent federal legislation. Recommendations include, but are not limited to, basic goals and policies, program plans, investment priorities, performance targets, and any other function mandated by the governing legislation. Said Council shall be composed of members mandated by federal legislation; a majority of whom shall represent business and industry. Planning Advisory Council members shall be appointed by the Executive Board and may be removed without prejudice by the Executive Board.
- 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 may deem appropriate.
- e. Establish personnel policies and procedures for WorkForce Central.
- f. The Executive Board is hereby delegated full power and authority by the parties to this agreement to make and enter into contracts or subgrants on behalf of WorkForce Central 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 or contract received and 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 8 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 WorkForce Central 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 United States government.
- h. Ensure the proper administration of WorkForce Central including, but not limited to, grant management, accounting, payroll, purchasing, accounts payable, human resources, legal services, and information technology.
- i. Provide technical assistance to municipal, public and private corporations and other persons concerning labor market services and activities, workforce development services and activities, and performance/accomplishments.

6. Paragraph 5 of the Agreement is amended and replaced a follows:

ADMINISTRATION

That the Executive Board of WorkForce Central shall appoint a Chief Executive Officer who shall be delegated the authority, consistent with the policies of the Board and WorkForce Central budget, for the proper administration of WorkForce Central. Such administrative authority of the Chief Executive Officer 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; accounting, purchasing, accounts payable, human resources, legal services, and information technology, and other duties as deemed necessary by the Board.

The Chief Executive Officer will report administratively to the Board or to a committee comprised of the Chairperson and the Vice-Chairperson during the interim periods between Board meetings.

7. Paragraph 6 of the Agreement is amended and replaced a follows:

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. These accounts shall be funded with all monies made available from grant awards and contracts from the U.S. Department of Labor pursuant to the Workforce Investment Act of 1998 or subsequent federal legislation and from other federal, state or local monies that are made available for programs and activities served by this agreement. The funds thus created shall provide the monies required for the

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operation of WorkForce Central. Monies shall be paid out of such funds as are established by this agreement in accordance with applicable laws of the United States and State of Washington.

WorkForce Central 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 and approved by the Chief Executive Officer of WorkForce Central or her/his designee. The Chief Executive Officer shall establish, maintain, and monitor an effective internal control system.

8. Paragraph 7 of the Agreement is amended and replaced a follows:

ANNUAL PLAN

Annually, the Chief Executive Officer of WorkForce Central shall submit to the Board an Annual Plan that includes the Annual Budget which she/he deems sufficient to carry out programs and activities of WorkForce Central. The Board shall review the Plan and make adjustments they deem necessary and shall then approve the Plan when it is deemed satisfactory to the Board. The Plan and Budget thus approved shall constitute the appropriation for WorkForce Central for the ensuing program 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.

9. Paragraph 8 of the Agreement is amended and replaced a follows:

PERSONNEL

- a. All incidents of employment relating to compensation such as general leave, WorkForce Central's share of healthcare insurance, pension and retirement plans, compensation or salary ranges, together with other fringe benefits, shall be established by the Board. Any annual negotiations of compensation and fringe benefits involving employees of WorkForce Central shall be conducted for WorkForce Central by the Board or its appointed designee(s).
- b. All WorkForce Central personnel policies shall be brought forth to the Board and approved by the Board.

10. Paragraph 10 of the Agreement is amended and replaced a follows:

TRANSFER OF PROPERTY

It is agreed that should the parties terminate this agreement or in the event WorkForce Central should otherwise cease to exist, then in that event, the property originally contributed by the parties in 1982 shall be returned to the party donating the same and any property subsequently purchased by WorkForce Central 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 is prohibited by law from transferring any property to WorkForce Central, then title to such property shall be retained by the owner and WorkForce Central shall use the property and pay the owner annually for the reasonable value of the use.

11. Paragraph 11 of the Agreement is amended and replaced a follows:

SUPPORT SERVICES

The parties acknowledge that WorkForce Central may acquire supportive services from various units of Pierce County and City of Tacoma governments. Before such services are provided, the Chief Executive Officer and the County or City government designees shall develop and execute service level agreements for the requested services, the method of determining the direct and indirect costs for the services, and the estimated direct and indirect costs. The cost of the requested services provided shall be invoiced on a monthly basis or as agreed to by both parties. The initial service level agreement shall be completed on or before August 31, 2009 for requested services to be provided after July 1, 2009. The service level agreement shall be reviewed annually, and if necessary revised, in April.

The parties recognize that the City of Tacoma has been providing Cost/general accounting, Payroll, Accounts Payable, Legal, Information Technology, Human Resources and other requested services to WorkForce Central for various lengths of time since January 1, 2009. Because WorkForce Central has adopted its budget for the periods through June 30, 2010, the City and WorkForce Central shall negotiate the amount WorkForce Central shall pay the City for services provided from January 1, 2009 through June 30, 2010.

WorkForce Central banking and treasury services will be provided by the City of Tacoma. However, with sixty (60) days notice, WorkForce Central may choose to have these services be provided by the County, with the County's concurrence.

The Executive Board of WorkForce Central from time to time shall recommend to the parties which City of Tacoma or County departments should provide supportive services to WorkForce Central.

12. Paragraph 12 of the Agreement is amended and replaced a follows:

LIABILITY

- a. That as of October 1, 1982, when this agreement was originally entered into, each party to this agreement accepts the ultimate responsibility for the operation and success of WorkForce Central. Therefore, the parties hereto shall be jointly and severally liable for debts, liabilities, and obligations incurred by WorkForce Central only with respect to grants, contracts, or agreements administered by it.

- b. The County shall defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's service charges.
- c. The City shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the City, its officers, employees or agents associated with this Agreement. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, the County shall satisfy the same, including all chargeable costs and attorney's service charges.

13. Paragraph 13 of the Agreement is amended and replaced as follows:

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. A new paragraph is added as follows:

NON-DISCRIMINATION


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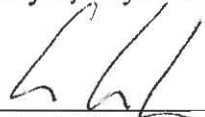
Workforce Central agrees to take all steps necessary to comply with all federal, state, County and City laws and policies regarding non-discrimination and equal employment opportunities. Workforce Central shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by Workforce Central with any of the non-discrimination provisions of this Contract, the County or the City shall be deemed to have cause to terminate this Contract, in whole or in part.

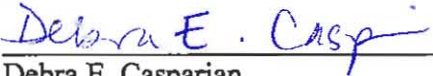
EXCEPT AS EXPRESSLY MODIFIED HEREBY, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME AND IN FULL FORCE AND EFFECT.


IN WITNESS WHEREOF the parties hereto have entered into this Amendment No. 1 to the Agreement as of the day and year first above written.

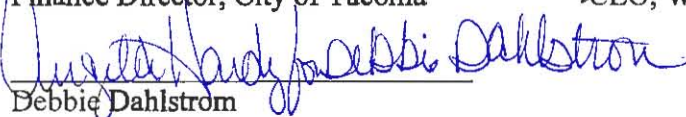
CITY OF TACOMA


Marilyn Strickland
Mayor, City of Tacoma

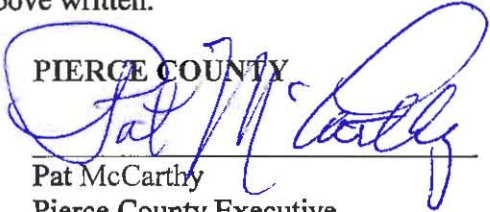

Eric Anderson
Manager, City of Tacoma


Debra E. Caspian
Deputy City Attorney, City of Tacoma

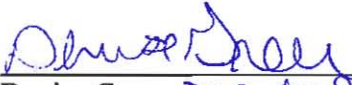

Robert K. Biles
Finance Director, City of Tacoma



Debbie Dahlstrom
Risk Manager, City of Tacoma

PIERCE COUNTY



Pat McCarthy
Pierce County Executive


Patrick Kenney
Budget/Finance Director


Denise Greer, Deputy Prosecuting
Attorney


Linda Nguyen
CEO, WorkForce Central

ATTEST:


Doris Sorum
Tacoma City Clerk

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AMENDMENT NO. 1 TO
TACOMA-PC INTERLOCAL AGT.

-8-

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Interlocal 1-25-10.doc



RESOLUTION NO. 37854

1 A RESOLUTION relating to community and economic development; authorizing
2 the execution of Amendment No. 1 to the Tacoma-Pierce County
3 Employment and Training Consortium ("TPCETC") Interlocal Government
4 Agreement with Pierce County to provide and account for certain support
5 services to TPCETC.

6 WHEREAS, in 1982, the City and Pierce County ("County") created the
7 Tacoma-Pierce County Employment and Training Consortium (TPCETC"), and

8 WHEREAS, as part of that agreement, the City agreed to provide certain
9 support services to TPCETC, and

10 WHEREAS, in 2009, TPCETC, now d.b.a. WorkForce
11 Central ("Workforce"), purchased and implemented software, which more
12 closely aligns to its needs; hence City-provided support services outlined in the
13 original interlocal agreement are no longer needed, and

14 WHEREAS the proposed Amendment No. 1 to the interlocal agreement
15 will indicate that the City and Workforce will develop a service level agreement
16 for City support services by September 1, 2009, for the period through
17 June 30, 2010, as well as make other miscellaneous changes, and

18 WHEREAS, each April thereafter, the City and WorkForce will develop
19 the service level agreement for WorkForce's next fiscal year with each service
20 level agreement specifying the services to be provided along with the estimated
21 costs; Now, Therefore,

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

23 That the proper officers of the City are hereby authorized to execute
24 Amendment No. 1 to the Tacoma-Pierce County Employment and Training
25

26



1 Consortium ("TPCETC") Interlocal Government Agreement with Pierce County
2 to provide and account for certain support services to TPCETC, said document
3 to be substantially in the form of the proposed Amendment No. 1 on file in the
4 office of the City Clerk.

5 Adopted AUG 25 2009

6
7 Chris Robinson
8 Mayor

9 Attest:

10 Honore Foster
11 City Clerk

12 Approved as to form:

13 Debra E. Casper
14 Deputy City Attorney

**REQUEST FOR RECEIVED**
☐ **ORDINANCE** ☒ **RESOLUTION**

Request #:

12324

Ord./Res. #:

37854

AUG 11 2009

1. DATE: July 20, 2009

CITY CLERK'S OFFICE

2. SPONSORED BY: COUNCIL MEMBER(S) [Click Here and Type Sponsor Name(s)] (If no sponsor, enter "N/A")

3a. REQUESTING DEPARTMENT/DIVISION/PROGRAM Finance	4a. CONTACT (for questions): Robert K. Biles	PHONE: 253 591 5805
3b. "DO PASS" FROM Govt. Prf. Fin. Comm. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> To Committee as information only <input type="checkbox"/> Did not go before a Committee	4b. Person Presenting: Robert K. Biles	PHONE: 253 591 5805
3c. DID THIS ITEM GO BEFORE THE PUBLIC UTILITY BOARD? <input type="checkbox"/> Yes, on [Date] <input checked="" type="checkbox"/> Not required	4c. ATTORNEY: Debra Casparian	PHONE: 253 591 5887
 Department Director/Utility Division	 Budget Officer/Finance Director	 City Manager/Director of Utilities

5. REQUESTED COUNCIL DATE: August 25, 2009

(If a specific council meeting date is required, explain why; i.e., grant application deadline, contract expiration date, required contract execution date, public notice or hearing required, etc.)

6. SUMMARY AGENDA TITLE: (A concise sentence, as it will appear on the Council agenda.)

Amending the Inter-local Agreement between the City of Tacoma and Pierce County.

7. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

The City of Tacoma (City) and Pierce County created the Tacoma Pierce County Employment and Training Consortium (TPCETC) in 1982. As part of that agreement, the City agreed to provide certain support services to TPCETC. Over the years, the City has provided additional support services to TPCETC. In early 2009, TPCETC (now WorkForce Central) purchased and implemented software which more closely aligns to their needs and City-provided support services outlined in the original agreement were no longer needed. Inter-local Amendment Number 1 indicates that the City and WorkForce Central will develop a service level agreement for City support services by September 1, 2009 for the period through June 30, 2010. Further, each April hereafter, the City and WorkForce Central will develop the service level agreement for WorkForce Central's next fiscal year (July 1 to June 30). Each service level agreement will specify the services to be provided along with the estimated costs for those services.

The 2009-10 budget anticipated \$211,517 from WorkForce Central. The anticipated amount under the service level agreement for 2009-2010 is \$233,559; however, it should be noted that this amount may change depending upon the service levels requested for July 1, 2009 to June 30, 2010.

REQUEST (CONT)

CITY CLERK USE ONLY

Request #:

12324

Ord/Res #:

37854

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Draft TPCE&TC Inter-Local Government Agreement Amendment Number 1	City Clerk

9. WHICH OF THE CITY'S STRATEGIC GOALS DOES THIS ITEM SUPPORT? (CHECK THE GOAL THAT BEST APPLIES)

- A. ☐ A SAFE, CLEAN AND ATTRACTIVE COMMUNITY
B. ☐ A DIVERSE, PRODUCTIVE AND SUSTAINABLE ECONOMY
C. ☒ A HIGH-PERFORMING, OPEN AND ENGAGED GOVERNMENT

10. IF THIS CONTRACT IS FOR AN AMOUNT OF \$200,000 OR LESS, EXPLAIN WHY IT NEEDS LEGISLATIVE APPROVAL:

11. FINANCIAL IMPACT: ☐ EXPENDITURE ☒ REVENUE

- A. ☐ NO IMPACT (NO FISCAL NOTE)
B. ☐ YES, OVER \$100,000, Fiscal Note Attached
C. ☒ YES, UNDER \$100,000, (NO FISCAL NOTE)
Provide funding source information below:

FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$	Total Amount
General Fund 0010			\$22,001	\$ 22,001

If an expenditure, is it budgeted? ☐ Yes ☒ No Where? Cost Center:
Acct #:

Resolution No. 37854

Adopted: AUG 25 2009

Maker of Motion: Anderson

Seconded: Talbert

Voice Vote:

MEMBERS	AYES	NAYS	<i>Recuse</i> ABSTAIN	ABSENT
Ms. Anderson	2			
Mr. Fey	2			
Ms. Ladenburg	2			
Mr. Lonergan			2	
Mr. Manthou				2
Ms. Strickland	2			
Mr. Talbert	2			
Ms. Walker				2
Mayor Baarsma			2	

Roll Call Vote:

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Ms. Anderson				
Mr. Fey				
Ms. Ladenburg				
Mr. Lonergan				
Mr. Manthou				
Ms. Strickland				
Mr. Talbert				
Ms. Walker				
Mayor Baarsma				