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Document Title(s)
Interlocal Agreement

Grantor(s)
City of Tacoma

____ Additional Names on Page _____ of Document

Grantee(s)
Tacoma-Pierce County

____ Additional Names on Page _____ of Document

AMENDMENT NO. 2 TO THE TACOMA-PIERCE COUNTY
EMPLOYMENT AND TRAINING CONSORTIUM
INTERLOCAL GOVERNMENT AGREEMENT (Resolution No. 41203)

Assessor's Property Tax Parcel/Account Number(s)

Non Standard Fee $50.00

By signing below, you agree to pay the $50.00 non standard fee.

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Signature of Party Requesting Non Standard Recording

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AMENDMENT NO. 2 TO THE TACOMA-PIERCE COUNTY EMPLOYMENT AND TRAINING CONSORTIUM INTERLOCAL GOVERNMENT AGREEMENT

THIS AMENDMENT NO. 2 to the 1982 TACOMA-PIERCE COUNTY EMPLOYMENT AND TRAINING CONSORTIUM INTERLOCAL GOVERNMENT AGREEMENT ("Original Interlocal Agreement") is hereby made by and between the CITY OF TACOMA, a municipal corporation ("City") and PIERCE COUNTY, a political subdivision of the State of Washington ("County"). The City and County may hereinafter be referred to individually as a party or collectively as the parties.

WITNESSETH:

WHEREAS, the County and City have worked together on workforce development through an Interlocal Government Agreement executed in 1982 and later amended in 2010. The parties entered the Agreement under the authority of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW, which permits local government 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. The region formed by the parties under the Agreement has been designated by the Governor of the State of Washington as one of the State's workforce development areas as described by the Workforce Innovation and Opportunity Act of 2014 ("WIOA").

WHEREAS, the original governing structure of the workforce interlocal agreement is inconsistent with the requirements of the WIOA.

WHEREAS the Agreement between County and City needs to be amended so as to update the governance structure as required by the Department of Labor and updated WIOA regulations.

WHEREAS, the parties wish to form a consortium for the purpose of acting jointly as a Local Workforce Development Area ("LWDA") under the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 as enacted July 22, 2014 ("WIOA") which shall be known as the "Tacoma-Pierce County Employment and Training Consortium" and shall be one of the State's workforce development areas in relation to the WIOA.

WHEREAS, the parties wish for this document to serve as the "CEO Agreement" as described by the WIOA, to create and designate the Executive Council to serve in the role of "chief elected official" as described by the WIOA.

WHEREAS, the parties wish to create and designate the Pierce County Workforce Development Board to serve in the role of the "Local Workforce Investment Board" (hereinafter referred to as the "local board") as required and defined by the WIOA.

WHEREAS, the parties wish to affirm WorkForce Central, which had been created pursuant to the Original Agreement, to continue to serve in the role of "fiscal agent" and local grant subrecipient as defined by the WIOA.

WHEREAS, the parties understand and acknowledge that the designation of WorkForce Central as the fiscal agent does not relieve the Executive Council ("chief elected official") of the liability for any misuse of grant funds as described by the WIOA.

WHEREAS, the parties wish to affirm and ratify the liability terms and conditions specified in the Original Agreement.

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

1. The language added by Section 1 of Amendment No. 1 to the Agreement executed in 2010 is hereby deleted and replaced with the following language:

   PURPOSE

   The City and the County shall form a consortium for the purpose of acting jointly as a Local Workforce Development Area ("LWDA") under the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 as enacted July 22, 2014 ("WIOA"). This consortium shall be known as the "Tacoma-Pierce County Employment and Training Consortium" and shall be one of the State's workforce development areas in relation to the WIOA. This document shall serve as the "chief elected official Agreement" to designate the Executive Council, as created by this document, to serve in the role of "chief elected official" as required and defined by the WIOA.

2. Paragraph 2 of the Agreement is hereby amended to add the following language:

   Should the Pierce County Workforce Development Board ("local board") be unable or unwilling to carry out the administrative or staffing duties and functions in relation to, and as required by the WIOA, or if performance of these duties is not satisfactory to the Executive Council, a corrective action plan will be developed. If the corrective action taken is not satisfactory to the Executive Council, this Agreement may be amended or terminated Notwithstanding Paragraph 5 of this Agreement, should WorkForce Central ("fiscal agent") be unable or unwilling to carry out the fiscal agent duties and functions in relation to, and as required by the WIOA, or if performance of these duties is not satisfactory to the Executive Council, then the Executive Council may pass aa motion to remove Workforce Central as fiscal agent and designate the City, County, or a separate entity to act as a temporary fiscal agent until an amendment or termination of this Agreement is executed. The Executive Council shall provide the local board and WorkForce Central with a copy of such a motion after passage, and the motion shall not be effective until 60 days after the notice date. A majority of the Executive Council may rescind such a motion at any time prior to the motion's effective date.

3. Paragraph 3 of the Agreement is hereby deleted and replaced with the following:

CREATION OF EXECUTIVE COUNCIL, ACTING AS THE CHIEF ELECTED OFFICIAL

There is hereby created an Executive Council which shall be composed of the Pierce County Executive, one member of the Pierce County Council, the City of Tacoma Mayor, one member of the Tacoma City Council, and the Chair of the Pierce County Workforce Development Board. The Executive Council shall, on behalf of the Tacoma-Pierce County Employment and Training Consortium, constitute and serve in the role of the "chief elected official" as defined by and in accordance with Section 661.300(e) of the WIOA.

Said members of the Executive Council shall, after their appointment, continue in office until such time as their successors are duly appointed and qualified.

The composition of the Executive Council 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 Executive Council.
b. Each member of the Executive Council shall have one (1) vote for a total of five (5) votes on the Executive Council. A majority of Executive Council votes (3 votes) shall constitute a quorum for the transaction of business
c. The Executive Council may adopt 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 meetings of the Executive Council shall comply with the requirements of Chapter 42.30 Revised Code of Washington (Open Public Meetings Act).

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

FUNCTIONS AND DUTIES OF THE EXECUTIVE COUNCIL AS CHIEF ELECTED OFFICIAL INCLUDE:

a. Serve as grant recipient for WIOA funds or designate an alternative entity as grant subrecipient and/or fiscal agent. If a fiscal agent is designated, execute a written agreement between the chief elected official and the fiscal agent which clearly defines the roles and responsibilities of the fiscal agent including compliance with Chapter 42.56 Revised Code of Washington (Public Records Act). If the organization acting as the fiscal agent serves multiple roles within the local area (for example if it is also a service provider, board staff, or the one-stop operator), the written agreement must clearly describe how that organization and the local board will ensure that appropriate firewalls, including adequate separation of duties, are in place to minimize fiscal risk and prevent a conflict of interest or the appearance of a conflict of interest. The conflict-of-interest agreement may be part of the fiscal

agent agreement or a separate agreement. Notwithstanding Paragraph 5 of this Agreement, the Executive Council may remove WorkForce Central as its designated fiscal agent and designate a temporary fiscal agent as provided in Paragraph 2 of this Agreement.

b. Assume joint financial liability for any grant funds determined to be misused or unallowable even when alternate grant subrecipients or fiscal agents are appointed.
c. Meet as necessary to conduct the required business of the chief elected official.
d. Establish the Pierce County Workforce Development Board ("local board") which shall serve as the "Local Workforce Development Board" or "local board" as required and defined by the WIOA, which shall be charged with the responsibility to establish goals and policies, annual program plans, investment priorities, performance targets, and any other function mandated by the governing legislation.
e. Appoint members of the local board with a composition which meets the requirements of the WIOA. Local board members may be removed at the discretion of a majority vote by the Executive Council.
f. In partnership with the local board, develop a local 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 the WIOA, any subsequent federal workforce development legislation, and other applicable laws and regulations.
g. In partnership with the local board, provide approval of WorkForce Central's direction and assurance of the implementation of its policies and those of the U.S. Department of Labor with respect to the WIOA, 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.
h. Provide final approval of personnel policies and procedures for WorkForce Central.
i. Provide final approval of the budget.
j. On a regular basis, advise and inform the Pierce County Council, the Tacoma City Council, and the U.S. Department of Labor with respect to such matters as the Executive Council may deem appropriate

FUNCTIONS AND DUTIES OF THE PIERCE COUNTY WORKFORCE DEVELOPMENT BOARD AS THE LOCAL BOARD INCLUDE:

Direct and assure the implementation of its policies and those of the U.S. Department of Labor with respect to the WIOA, 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.

Duties shall include all functions required of the "local board" as described in the WIOA which include the following:

a. In partnership with the chief elected official, develop and submit to the Governor a local plan for the local area in conformance with and subject to the WIOA and this Agreement, any subsequent federal workforce development legislation, and other

applicable laws and regulations and consistent with the local plan and the duties of the local board such as implementation of a comprehensive workforce delivery system and promotion of effective coordination of workforce programs and resources under its jurisdiction.

b. Provide workforce research and regional labor market analysis.
c. Convene local workforce development system stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities as described by the WIOA.
d. Lead efforts to engage with a diverse range of employers and with entities in the region involved.
e. Work with representatives of secondary and postsecondary education programs to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.
f. Identify, promote, and disseminate proven and promising strategies and initiatives for meeting the needs of employers, and workers, and jobseekers (including individuals with barriers to employment) in the local workforce development system, including providing physical and programmatic accessibility.
g. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers and workers and jobseekers.
h. In partnership with the chief elected official for the local area, the local board shall provide program oversight, ensure the appropriate use and management of the funds, and ensure the appropriate use, management, and investment of funds to maximize performance outcomes.
i. Negotiate and reach agreement on local performance accountability measures with the chief Elected Official and the Governor.
j. Negotiate with chief elected official and required partners on the methods for funding infrastructure costs of one-stop centers in the local area.
k. Work with the State to ensure there are sufficient numbers and types of providers of career and training services in the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities"
l. Select and where appropriate terminate providers of youth workforce investment activities, providers of training and career services, and One-Stop Operators.
m. Coordinate with education providers.
n. Develop a budget for activities of the local board consistent with the local plan and the duties of the local board, subject to the approval of the chief elected official.
o. Annually access the physical and programmatic accessibility of all one-stop centers in the local area to be in conformance with federal law
p. Make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the local board.
o. Review and re-write the bylaws of the Pierce County Workforce Development Board to include at a minimum, definition of "conflict of interest" and prohibition of such perceived or actual conflicts, based on standards set forth by the Internal Revenue Service.

p. Ensure that WorkForce Central provides administrative services to the local board.

q. The local board, pursuant to the authority provided under the WIOA shall appoint a "Director" of WorkForce Central who shall be delegated the authority, consistent with the policies of the local board and budget, for the management of WorkForce Central's administration of the activities funded under the WIOA and activities approved by local board in regards to the Tacoma-Pierce County Employment and Training Consortium. Such administrative authority of the 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; accounting, purchasing, accounts payable, human resources, legal services, and information technology, and other duties as deemed necessary by the local board to perform the functions necessary under the WIOA. The Director will be accountable and report administratively to the Pierce County Workforce Development Board on administrative matters and the Executive Council on financial accounting matters. In regards to the selection of the Director, the local board shall establish and apply a set of objective qualifications for the position of Director that ensures that the individual selected has the requisite knowledge, skills, and abilities, to meet identified benchmarks and to assist in effectively carrying out the functions of the local board. The Director and staff shall be subject to the limitations on the payment of salaries and bonuses as set forth in the WIOA.

5. Paragraph 5 of the Agreement is hereby deleted and replaced as follows:

DESIGNATION OF WORKFORCE CENTRAL AS FISCAL AGENT AND GRANT SUBRECEIPIENT

Subject to Paragraph 2 of this Agreement, the Executive Council as chief elected official shall designate WorkForce Central as the "fiscal agent," staff to the workforce development board, and local grant subrecipient as required and defined by the WIOA for the operation programs and activities funded primarily, but not exclusively, by the WIOA, or subsequent workforce development legislation in the area comprising the entirety of Pierce County.

6. Paragraph 6 of the Agreement is hereby deleted and replaced as follows:

PROGRAM FUNDS

All funds necessary for the proper maintenance and operation of programs and projects developed pursuant to this Agreement shall be funded with monies made available from grant awards and contracts from the U.S. Department of Labor pursuant to the WIOA 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 operation of WorkForce Central including administrative costs as described by the WIOA. 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 subject to this Section.

7. Paragraph 7 of the Agreement is hereby deleted and replaced as follows:

LOCAL PLAN

Annually, the Director of WorkForce Central will work with the Pierce County Workforce Development Board to create a local plan and budget which they deem sufficient to carry out programs and activities of WorkForce Central. The Executive Council shall review the local plan and recommend adjustments they deem necessary and shall then approve the Plan when it is deemed satisfactory to the Executive Council. Ultimate development and approval of the local plan then falls to the Pierce County Workforce Development Board pursuant to WIOA regulations. The local plan and budget thus approved shall constitute the appropriation for WorkForce Central for the ensuing program year. Any subsequent changes in the local plan thus approved requiring additional appropriations shall be processed in the same manner as herein provided for the approval of the local plan.

8. Paragraph 11 of the Agreement is hereby deleted and replaced as 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 Director 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 monthly or as agreed to by both parties. The service level agreement shall be reviewed annually, and if necessary revised.

9. The language added by Section 14 of Amendment No. 1 to the Agreement executed in 2010 is hereby deleted and replaced with the following language:

NON-DISCRIMINATION

The parties agree and shall also ensure that 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. The parties and 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 the parties, the chief elected official, local board, or WorkForce Central with any of the non-discrimination provisions of this Agreement, the

County or the City shall be deemed to have cause to terminate this Agreement, in whole or in part.

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief or,

Against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I–financially assisted program or activity.

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

IN WITNESS WHEREOF the parties hereto have entered into this Amendment No. 2 to the Agreement as of the day and year first above written.

DocuSigned by:
Victoria Woodards, Mayor
746F92FD4C594CD...
Mayor, City of Tacoma (LEO)

DocuSigned by:
Acting City Manager, Hyun Kim
1583AE7014C8487...
City Manager, City of Tacoma

Approved as to Form

DocuSigned by:
Charles Lee, Deputy City Attorney
80986034992E471...
City of Tacoma Legal

DocuSigned by:
Andy Cherullo, Finance Director
1FAFA3DA59164E0...
Finance Director, City of Tacoma

DocuSigned by:
31BC93AB5FF944B...
Nicole Emery, City Clerk

DocuSigned by:
Bruce Dammeier
1BD2210628D6495...
Executive, Pierce County (LEO)

DocuSigned by:
Ryan Mello, Department Director, Pierce County
1F5CE5E160094E7...
Department Director, Pierce County

DocuSigned by:
Gary Robinson, Finance Director, Pierce County
88F99CA97BBD418...
Finance Director, Pierce County

Approved as to Form

DocuSigned by:
Katie Blinn for Ian Northrup, Office of Pros
61EFE87CDBD643A...
Pierce County Legal

Req. #23-0525

RESOLUTION NO. 41203

A RESOLUTION relating to community and economic development; authorizing the execution of Amendment No. 2 to the Tacoma-Pierce County Employment and Training Consortium Interlocal Government Agreement with Pierce County to comply with federal law.

WHEREAS, in 1982, the City and Pierce County ("County") created the Tacoma-Pierce County Employment and Training Consortium ("TPCETC") through the execution of an Interlocal Government Agreement ("Agreement") for the purpose of jointly carrying out the responsibilities and obligations necessary 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, and

WHEREAS, in 2009, the City and the County entered into Amendment No. 1 to the Agreement for the purposes of providing and accounting for support services to TPCETC and approving the use of "WorkForce Central" as a legal name to represent the entity formed by the Agreement, and

WHEREAS the City and the County would now like to enter into Amendment No. 2 to the Agreement for the purpose of reflecting the current governance structure as required by the Department of Labor and the Workforce Innovation and Opportunity Act of 2014; Now, Therefore,

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

That the proper officers of the City are hereby authorized to execute Amendment No. 2 to the Tacoma-Pierce County Employment and Training Consortium Interlocal Government Agreement with Pierce County to the current

governance structure as required by the Department of Labor and the Workforce Innovation and Opportunity Act of 2014, said document to be substantially in the form of the proposed Amendment No. 2 on file in the office of the City Clerk.

Adopted June 6, 2023

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney