INTERLOCAL AGREEMENT AMONG CLARK, COWLITZ, AND WAHKIAKUM COUNTIES TO FORM THE SOUTHWEST WASHINGTON WORKFORCE INVESTMENT AREA

WITNESSETH:

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as the "WIOA," authorizes the Governor of the State of Washington to establish local workforce investment areas with local workforce investment boards to plan and set policy for a local workforce investment system; and

WHEREAS, the Revised Code of Washington, Chapter 39.34, titled "Interlocal Cooperation Act" authorizes the local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide workforce development 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 political boundaries of Clark, Cowlitz, and Wahkiakum Counties have been designated a local workforce investment area by the Governor; and

WHEREAS, the WIOA requires the appointment of local workforce investment board members by local elected officials; and

WHEREAS, the WIOA requires local elected officials and the local workforce investment board to jointly approve the job training plans for the service delivery area; and

WHEREAS, in 2002 the undersigned parties created the Southwest Washington Executive Board of County Commissioners, hereinafter referred to as the "EBOCC," for the purposes of establishing a process for fulfilling local elected officials' responsibilities under the WIOA for the local workforce investment area; such purposes are to be accomplished and said common power exercised in a manner hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties desire to amend and extend this agreement.

I. DURATION

This Agreement is made effective the 1st day of May 2026 and shall be in full force and effect until the 30th day of June 2029.

II. AMENDMENT

This Agreement may be amended at any time by written agreement signed by each of the parties.

III. TERMINATION

Any party to this Agreement may terminate this Agreement by giving at least 120 days advance written notice to each of the other parties of its intention to terminate this Agreement. This notice of termination shall be effective at the end of the program year in which notice of termination is given.

IV. ADMINISTRATIVE ENTITY

The Counties taking part in this Interlocal Agreement understand and agree that the Workforce Development Council of Southwest Washington (dba Workforce SW Washington or Workforce SW), hereinafter referred to as "Southwest Washington Workforce Development Council," a private not-for-profit corporation, or any successor of Southwest Washington Workforce Development Council or other entity designated by the EBOCC, shall act as the administrative entity for funds allocated to the workforce investment area pursuant to the Workforce Innovation and Opportunity Act and related federal and state legislation. The Southwest Washington Workforce Development Council will indemnify each of the counties for claims or causes of action arising out of its administration of the grants program. Further, the Southwest Washington Workforce Development Council will obtain and/or retain insurance coverage for liability and/or damage claims.

As the administrative entity, the Southwest Washington Workforce Development Council's authority shall include: the recruitment, selection, organization, and training of staff; the administration of the budget; monitoring of program operations and performance; grant and contract management; planning; evaluation; contract negotiation and compliance; grievance procedures; affirmative action; EEO; and other duties as deemed necessary by the EBOCC. Pursuant to the Workforce Innovation and Opportunity Act, and consistent with Chapter 42.23 Revised Code of Washington, no Council member or director shall cast a vote on the provision of services by that member or director (or any organization which that member represents) or vote on any matter which would provide direct or indirect financial benefit to that member or director (or to any agency or organization that member or director represents). To the extent possible, Council members and directors shall avoid the appearance of a conflict.

V. WIOA GRANT RECIPIENT

The Southwest Washington Workforce Development Council shall act as grant recipient.

VI. FISCAL AGENT

The Southwest Washington Workforce Development Council, through its Board of Directors, and with the consent of the EBOCC, shall have their Chief Financial Officer serve as its fiscal agent. The fiscal agent shall be responsible for receipt and disbursement of funds awarded the Southwest Washington Workforce Development Council, under the supervision of the Chief Executive Officer.

VII. EXECUTIVE BOARD OF COUNTY COMMISSIONERS

The undersigned parties delegate their authority in all matters requiring local elected official involvement under the Workforce Innovation and Opportunity Act or other workforce development legislation to the EBOCC. Any action requiring elected official representation in the development or approval of the workforce investment system plan shall involve the EBOCC as that representation.

The EBOCC shall consist of one (1) elected commissioner from each county. Each county shall be responsible for designating its representative.

The EBOCC shall meet quarterly and conduct business according to its own rules, which include operating by consensus. When consensus cannot be achieved and a vote must be taken, a majority vote is all that is needed to carry the vote. When a tie vote occurs, the tie will be broken in favor of the counties with the combined largest total population voting together on any particular issue.

Three absences by an EBOCC Member over the course of one year shall require the county represented by that EBOCC Member to select another appointee to represent that county on the EBOCC.

VIII. CHIEF ELECTED OFFICIAL

One member of the EBOCC representing the various counties shall serve as the chief elected official to represent the views and interests of local government to the Governor, the Department of Labor, the Workforce Development Council, and other stakeholders in all matters pursuant to the Workforce Innovation and Opportunity Act.

The Chief Elected Official shall be chosen at the first meeting held after January 1 of even numbered years. The Chief Elected Official shall serve for a term of two years. The Board of County Commissioners of the county where the Chief Elected Official serves shall appoint a replacement if the Chief Elected Official is unable to fulfill his/her term. The Chief Elected Official may be removed from the position for any reason by a vote of 66% of the members of the EBOCC.

IX. ADDITIONAL COMMISSIONER ASSIGNMENTS

The EBOCC member(s) serving as the Chief Local Elected Official and on the WDC Executive Board shall be chosen at the first meeting held after January 1 on even-numbered years to serve for a term of two years. If the member(s) is unable to fulfill his/her term, a replacement shall be chosen. The member serving on the WDC Board of Directors may be removed from such assignment for any reason by a vote of 66% of the members of the EBOCC. All members of the EBOCC are welcome to attend and participate in the Workforce Development Council's meetings and special events including retreats but will not be counted for quorum.

X. APPOINTMENT OF WORKFORCE DEVELOPMENT COUNCIL MEMBERS

Each county shall be responsible for the appointment of Workforce Development Council members who will represent their county. Appointment shall be made pursuant to the WIOA. The EBOCC shall establish the size of the Workforce Development Council, geographic distribution of its membership, and its length of terms.

The Workforce Development Council shall fulfill the responsibilities of a Workforce Investment Board pursuant to the WIOA and any other such functions as may be determined. The Workforce Development Council membership shall meet at least quarterly. Additional meetings will be scheduled as needed. The Workforce Development Council will maintain bylaws that specify, among other matters, what are excused and unexcused absences, its process for selecting its Board of Directors, and the authorities and functioning of its Executive Board.

XI. PROGRAM OVERSIGHT

The EBOCC shall approve strategic plans and significant changes in strategic direction of the Southwest Washington Workforce Development Council. The EBOCC shall also approve the annual allocation of funds between the Counties.

The Chief Elected Official may act on behalf of the EBOCC consistent with the developed policy of the EBOCC governing the powers of the Chief Elected Official. The Chief Elected Official may act for the EBOCC, when required, for required programmatic oversight functions.

XII. LIABILITY

The Southwest Washington Workforce Development Council is an entity separate and apart from the parties to this Interlocal agreement, and to the maximum extent allowed by law, the debts, liabilities, and obligations incurred by the Southwest Washington Workforce Development Council shall not pass through the counties. Liability shall remain with the Southwest Washington Workforce Development Council and its contractors. All contractors entering into agreements with the

Southwest Washington Workforce Development Council in order to perform part or all of the obligations created by the Workforce Innovation and Opportunity Act, or other revenue sources shall agree to indemnify and hold harmless the EBOCC, the individual elected officials, the counties, and county employees from any and all liability arising from the work performed.

The Southwest Washington Workforce Development Council and any contractors entering into agreements with the Southwest Washington Workforce Development Council shall demonstrate sufficient proof of insurance with the persons and entities named above listed as additional named insureds.

In the event that the Southwest Washington Workforce Development Council and the contractors incur liability over and above the combined total assets, any remaining liability that should flow through to the counties involved in this agreement shall be apportioned based upon funds expended on behalf of residents of the counties.

Approved as to Form:

BOARD OF COUNTY COMMISSIONERS
Clark County, Washington

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Council

By: _____
Sue Marshall, Chair

Approved as to Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

By: Amber Smith
Amber Smith
Chief Civil Prosecuting Attorney

By: _____
Glen Yung, Councilor

By: _____
Michelle Belkot, Councilor

By: _____
Wil Fuentes, Councilor

By: _____
Matt Little, Councilor

Ryan Jurvakainen, Prosecuting Attorney

Signed by:
Steve Rader
9568DFEFE75B445...
Steve Rader, Commissioner

ATTEST:

Signed by:
Steven L Ferrell
C23F04523303415...
Steven Ferrell, Commissioner

Signed by:
Kelly Grayson
AC359B2400C0492...
Kelly Grayson, Clerk of the Board

Absent - Excused
Richard Dahl, Commissioner

Approved as to Form:

BOARD OF COUNTY COMMISSIONERS
Wahkiakum County, Washington

Daniel H. Bigelow, Prosecutor

Daniel L. Cothren, Chairman

ATTEST:

Lee Tischer, Commissioner

5-12-26

Beth Johnson, Clerk of the Board

Mark Letham, Commissioner

The Southwest Washington Workforce Development Council acknowledges and agrees to perform those duties set forth in sections IV, V, VI and XII of this agreement.

Miriam Halliday

Miriam Halliday, Chief Executive Officer
Southwest Washington Workforce Development Council