

JOINT POWERS AGREEMENT
Between
Forum of County Commissioners
and
Local Workforce Development Board
For the
North Central Workforce Development Region
(Adams, Chelan, Douglas, Grant and Okanogan)

WHEREAS, the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA, authorizes the expenditure of federal workforce investment funds, and

WHEREAS, the Counties of Adams, Chelan, Douglas, Grant and Okanogan constitute a jurisdiction designated by the Governor of the State of Washington as a Workforce Development Region; and

WHEREAS, the WIOA assigns certain responsibilities and authorities to the Region's Local Elected Officials (hereinafter referred to as the Forum of County Commissioners; and

WHEREAS, the WIOA requires the establishment of a Local Workforce Development Board (hereinafter called Local Board); and

WHEREAS, SkillSource, a Washington Non Profit Corporation, was established by the Private Industry Council in 1983.

NOW, THEREFORE, be it resolved that this Joint Powers Agreement is made and entered into by and between the Forum of County Commissioners and the Local Board to establish the following roles and responsibilities.

- I. The Forum of County Commissioners shall:
 - A. Concur with Four Year Regional Plan and Overall Budget
 - B. Appoint members to the Local Board
 - C. Designate Fiscal Agent
 - D. Concur with selection of One-Stop Operators and Memorandum of Understanding (MOU)
 - E. Exercise and fulfill all collective authority and responsibility of the Forum pursuant to the laws of the State of Washington and the Workforce Innovation & Opportunity Act;
 - F. Elect a Chair who shall represent the Chief LEO and serve as an ex-officio member of the Local Board.
 - G. Concur with selection of Career Service Providers.

- II. The Local Board shall:
 - A. Govern SkillSource
 - B. Set Policy for Workforce Investment services (WIOA Title I)
 - C. Approve Four Year Regional Plan
 - D. Approve One-Stop Memorandum of Understanding
 - E. Establish bylaws
 - F. Approve annual budgets
 - G. Select One Stop Operator(s)
 - H. Oversee performance results

III. SkillSource shall:

- A. Serve as Grant Recipient and Fiscal Agent
- B. Receive and disburse funds in accordance with financial agreements with the State of Washington and other grantor agencies.
- C. Prepare Four Year Regional Plan
- D. Prepare One-Stop Memoranda of Understanding (MOU)
- E. Maintain bylaws and administrative procedures.
- F. Implement service delivery directly or through independent contractors in accordance with Regional Plan.
- G. Evaluate and monitor outcomes. Performance reports shall be distributed to Local Board members and Forum Commissioners not less than quarterly.
- H. Account for funds to demonstrate that expenditures conform with financial agreements.
- I. Own real and personal property.
- J. Maintain IRS Charitable & Educational Status
- K. Select and employ staff necessary to effectively perform these responsibilities.
- L. Obtain the following insurance coverages:
 - Directors and Officers Liability
 - General Liability (including non-owned automobiles)
 - Property & Casualty
 - Employee Dishonesty

III. AUTHORITIES AND RESPONSIBILITIES HELD JOINTLY BETWEEN THE LOCAL BOARD AND FORUM OF COUNTY COMMISSIONERS

- A. Disputes between the Local Board and Forum shall be resolved by negotiation. In the event of an impasse, the State mediation policy shall be pursued.
- B. It is the joint authority and responsibility of both partners to ensure effective service delivery which provides maximum benefit for the residents of the Regions. It is further the shared responsibility and authority of the partners to stimulate the active, effective involvement of all sectors of the community in the provision of workforce investment services.
- C. The Forum and Local Board shall appoint committees from their membership to meet and confer with one another to resolve issues of non-concurrence.

IV. LIABILITY

SkillSource, and any relevant contractors, shall be liable for any misuse of funds subject to the provisions of this agreement.

V. TERM OF AGREEMENT

The term of this Agreement shall commence on the 1st day of July, 2018, and continue through the 30th day of June, 2023.

VI. MODIFICATION

Either party may propose changes to the authorities and responsibilities outlined in this Agreement. Such changes shall be incorporated as written modifications effective on the date specified in the modification.



VII. TERMINATION

Either party may terminate this Agreement by giving the other party at least one year prior written notice.

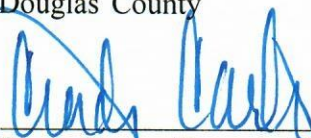
Upon execution, this agreement shall be legally valid and binding upon the parties.

Heidi Myers, Chair
Local Board


Keith Goehner, Chair, Forum of County Commissioners
Commissioner, Chelan County


Jeff Stevens, Commissioner 
Adams County

Dan Sutton, Commissioner
Douglas County


Cindy Carter, Commissioner
Grant County

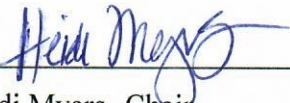

Chris Branch, Commissioner
Okanogan County

VII. TERMINATION

Either party may terminate this Agreement by giving the other party at least one year prior written notice.

VIII. APPROVAL

This agreement may be signed in one or more counterparts. Upon execution, this agreement shall be legally valid and binding upon the parties.



Heidi Myers, Chair
Local Board



Keith Goehner, Chair, Forum of County Commissioners
Commissioner, Chelan County

Roger Hartwig, Commissioner
Adams County

Dan Sutton, Commissioner
Douglas County

Cindy Carter, Commissioner
Grant County

Chris Branch, Commissioner
Okanogan County