



**GREATER ECONOMIC VITALITY FOR ALL.**

Partnering to prepare and grow the Pierce County workforce to align it with employer needs.

## **WFC Executive Board Meeting**

## **AGENDA**

September 21, 2017 • 8:30-10:00 a.m.  
WorkForce Central • 3640 S. Cedar St., Suite E Conference Room  
County Executive Bruce Dammeier presiding

**I. CALL TO ORDER**

**II. PUBLIC COMMENT**

**III. WDC UPDATE – Tim Owens**

**IV. CONSENT AGENDA**

- A. Approve the August 17, 2017 Minutes
- B. Approve August 2017 Voucher Payments

**V. REGULAR AGENDA**

- A. Approve and appropriate \$1,881,565 of WIOA Title 1 Youth program funds from WA State Employment Security Department for the period of April 1, 2017 through June 30, 2019 (Resolution No. 831)
- B. Approve and appropriate \$209,063 of WIOA Title 1 Youth administrative funds from WA State Employment Security Department for the period of April 1, 2017 through June 30, 2019 (Resolution No. 832)
- C. Approve and appropriate \$228,612 of WIOA Title 1 Adult program funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019 (Resolution No. 833)
- D. Approve and appropriate \$25,401 of WIOA Title 1 Adult administrative funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019 (Resolution No. 834)
- E. Approve and appropriate \$353,499 of WIOA Title 1 Dislocated Worker program funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019 (Resolution No. 835)
- F. Approve and appropriate \$39,278 of WIOA Title 1 Dislocated Worker administrative funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019 (Resolution No. 836)



- G. Approve Resolution to Participate in and be assessed by Association of Washington Cities Employee Benefit Trust (Resolution No. 837)
- H. Approve Adoption of an Interlocal Agreement between AWC and Tacoma Pierce County Employment and Training Consortium (dba WorkForce Central)
- I. Board Discussion: Determine system priorities that will be tracked on iDashboard tool
- J. Board Discussion: Transportation solutions

**VI. CEO REPORT**

- A. Update on iron workers and CWA designation
- B. All WorkForce Central staff will participate in the Association of WA Cities healthcare/benefits plan as of October 1st
- C. FY18 Budget update
- D. Commuter Data Presentation – Caleb Kraai

**VII. OTHER BUSINESS**

**VIII. ADJOURN**



## **WFC Executive Board Meeting**

## **MINUTES**

August 17, 2017 • 8:30-10:00 a.m.  
WorkForce Central • 3640 S. Cedar St., Suite E Conference Room  
County Executive Bruce Dammeier presiding

Attendees: Bruce Dammeier, Linda Nguyen, Doug Richardson, Tim Owens, Jan Adams

### **I. CALL TO ORDER**

Bruce called the meeting to order at 8:31 a.m.

### **II. PUBLIC COMMENT**

None.

### **III. WDC UPDATE – Tim Owens**

No update since the July meeting was cancelled.

### **IV. CONSENT AGENDA**

#### **A. Approve the July 20, 2017 Minutes**

#### **B. Approve July 2017 Voucher Payments**

#### **C. Approve Attachment A – Surplus List**

Motion to approve made by Doug; seconded by Tim. Approved.

### **V. REGULAR AGENDA**

#### **A. Approve Title 1 PY17/FY18 Budget and Dashboard**

Motion to approve made by Tim; seconded by Doug. Linda explained the differences with few changes from the previously presented budget. Once 2018 appropriations are made she will present any changes if necessary. Linda also briefly reviewed the Dashboard targets. Approved

#### **B. Approve Fully Executed WIOA MOU**

Motion to approve made by Doug; seconded by Tim. Linda gave a background and noted next steps. Approved

### **VI. CEO Report**

#### **A. Pacific NW Iron Workers Partnership Presentation**

Linda gave a background and shared results for the pre-apprenticeship program. She noted some of the barriers as well as issues for continued program funding.

#### **B. iDashboard Presentation – What do you, as Chief Local Elected Officials, want to know about the Workforce development “system”? How will we know the “system” is doing a good job?**

Linda previewed iDashboards a potential tool for reporting system performance. Discussion continued on data collection and input by all the partners as well as the potential uses.

#### **C. Final PY17/FY18 obligation report**

Linda discussed the obligation report noting we are far ahead of the 80% rate for compliance.



**D. PERC Unit Clarification Petition**

Linda noted she received an email from Teamsters Local 117 that they have submitted to PERC a request to withdraw from representing workers at WorkForce Central since there is only one represented position.

**E. Brainstorm innovative solutions to transportation barriers**

There was discussion on what the barriers are and possible resolutions including using Uber. Linda explained our current policy on providing Orca cards. Bruce suggested holding this item for the next meeting when Mayor Strickland is able to attend.

**VII. OTHER BUSINESS**

None

**VIII. ADJOURN**

Motion to adjourn made by Tim; seconded by Doug. Meeting adjourned at 9:09





## VOUCHER APPROVAL

August 2017

The following listing of vouchers written in the above month is hereby submitted to the Board for approval. I have audited and certified all vouchers as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090.

FUND NAME	CLAIMS	PAYROLL	TOTAL
ETC General Fund	\$ -	\$ -	\$ -
Unencumbered Fund	\$ 27.59	\$ -	\$ 27.59
Indirect Cost Pool	\$ 8,761.24	\$ -	\$ 8,761.24
Contra Indirect Cost Pool	\$ (8,761.24)	\$ -	\$ (8,761.24)
WIOA Adult	\$ 32,478.40	\$ 17,571.13	\$ 50,049.53
WIOA Admin	\$ 7,878.64	\$ 32,008.20	\$ 39,886.84
WIOA Dislocated Worker	\$ 163,982.67	\$ 20,843.66	\$ 184,826.33
WIOA Youth	\$ 116,099.64	\$ 24,400.28	\$ 140,499.92
WIOA Program Pool	\$ 107,047.87	\$ 40,090.00	\$ 147,137.87
Contra Program Pool	\$ (107,047.87)	\$ (40,090.00)	\$ (147,137.87)
All Grants Admin Pool	\$ 9,091.90	\$ 29,480.54	\$ 38,572.44
Contra All Grants Admin Pool	\$ (9,091.90)	\$ (29,480.54)	\$ (38,572.44)
Strategic Planning/Partnership Pool	\$ 9,909.39	\$ 13,623.68	\$ 23,533.07
Contra Strategic Planning/ Partnership Pool	\$ (9,909.39)	\$ (13,623.68)	\$ (23,533.07)
YouthWorks 2	\$ 298.28	\$ 941.88	\$ 1,240.16
C2C Program Services and Training	\$ 1,312.01	\$ 6,019.28	\$ 7,331.29
Rapid Response Initiatives	\$ 57,368.87	\$ 8,505.90	\$ 65,874.77
Rapid Response Initiatives-Admin	\$ 1,089.04	\$ 4,096.03	\$ 5,185.07
DSHS Pre-Employment Transition Services	\$ 478.85	\$ 2,122.61	\$ 2,601.46
TAP UBI Highway Construction	\$ 971.97	\$ 3,784.89	\$ 4,756.86
South Seattle College - AAI Grant	\$ 2,512.14	\$ 643.89	\$ 3,156.03
<b>TOTAL</b>	<b>\$ 384,498.10</b>	<b>\$ 120,937.75</b>	<b>\$ 505,435.85</b>

Respectfully submitted by

Chairman of Board

Date



**GREATER ECONOMIC VITALITY FOR ALL.**  
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## **RESOLUTION NO. 831**

### **WA STATE EMPLOYMENT SECURITY DEPARTMENT**

BE IT ORDAINED BY TACOMA-PIERCE COUNTY EMPLOYMENT & TRAINING CONSORTIUM dba WORKFORCE CENTRAL:

That the proper officers of the Tacoma-Pierce County Employment and Training Consortium dba WorkForce Central (WorkForce Central) be and they are hereby authorized and directed to execute for and on behalf of WorkForce Central a grant award agreement of \$1,881,565 of WIOA Title 1 Youth program funds from WA State Employment Security Department for the period of April 1, 2017 through June 30, 2019; and further that the Chief Financial Officer of WorkForce Central be and is hereby authorized and directed to deposit the funds received pursuant to such grant award in the Tacoma-Pierce County Employment and Training Consortium Fund.

That there be and is hereby appropriated from the Tacoma-Pierce County Employment and Training Consortium Fund the sum of \$1,881,565 of WIOA Title 1 Youth program funds from WA State Employment Security Department for the period of April 1, 2017 through June 30, 2019 in accordance with the provisions and terms of the aforementioned grant agreements.

Passed \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of Board





**GREATER ECONOMIC VITALITY FOR ALL.**  
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## **RESOLUTION NO. 832**

### **WA STATE EMPLOYMENT SECURITY DEPARTMENT**

BE IT ORDAINED BY TACOMA-PIERCE COUNTY EMPLOYMENT & TRAINING CONSORTIUM dba WORKFORCE CENTRAL:

That the proper officers of the Tacoma-Pierce County Employment and Training Consortium dba WorkForce Central (WorkForce Central) be and they are hereby authorized and directed to execute for and on behalf of WorkForce Central a grant award agreement of \$209,063 of WIOA Title 1 Youth administrative funds from WA State Employment Security Department for the period of April 1, 2017 through June 30, 2019; and further that the Chief Financial Officer of WorkForce Central be and is hereby authorized and directed to deposit the funds received pursuant to such grant award in the Tacoma-Pierce County Employment and Training Consortium Fund.

That there be and is hereby appropriated from the Tacoma-Pierce County Employment and Training Consortium Fund the sum of \$209,063 of WIOA Title 1 Youth administrative funds from WA State Employment Security Department for the period of April 1, 2017 through June 30, 2019 in accordance with the provisions and terms of the aforementioned grant agreements.

Passed \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of Board





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## **RESOLUTION NO. 833**

### **WA STATE EMPLOYMENT SECURITY DEPARTMENT**

BE IT ORDAINED BY TACOMA-PIERCE COUNTY EMPLOYMENT & TRAINING CONSORTIUM dba WORKFORCE CENTRAL:

That the proper officers of the Tacoma-Pierce County Employment and Training Consortium dba WorkForce Central (WorkForce Central) be and they are hereby authorized and directed to execute for and on behalf of WorkForce Central a grant award agreement of \$228,612 of WIOA Title 1 Adult program funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019; and further that the Chief Financial Officer of WorkForce Central be and is hereby authorized and directed to deposit the funds received pursuant to such grant award in the Tacoma-Pierce County Employment and Training Consortium Fund.

That there be and is hereby appropriated from the Tacoma-Pierce County Employment and Training Consortium Fund the sum of \$228,612 of WIOA Title 1 Adult program funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019 in accordance with the provisions and terms of the aforementioned grant agreements.

Passed \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of Board





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## **RESOLUTION NO. 834**

### **WA STATE EMPLOYMENT SECURITY DEPARTMENT**

BE IT ORDAINED BY TACOMA-PIERCE COUNTY EMPLOYMENT & TRAINING CONSORTIUM dba WORKFORCE CENTRAL:

That the proper officers of the Tacoma-Pierce County Employment and Training Consortium dba WorkForce Central (WorkForce Central) be and they are hereby authorized and directed to execute for and on behalf of WorkForce Central a grant award agreement of \$25,401 of WIOA Title 1 Adult administrative funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019; and further that the Chief Financial Officer of WorkForce Central be and is hereby authorized and directed to deposit the funds received pursuant to such grant award in the Tacoma-Pierce County Employment and Training Consortium Fund.

That there be and is hereby appropriated from the Tacoma-Pierce County Employment and Training Consortium Fund the sum of \$25,401 of WIOA Title 1 Adult administrative funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019 in accordance with the provisions and terms of the aforementioned grant agreements.

Passed \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of Board





GREATER ECONOMIC VITALITY FOR ALL.  
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workforce to align it with employer needs.

## RESOLUTION NO. 835

### WA STATE EMPLOYMENT SECURITY DEPARTMENT

BE IT ORDAINED BY TACOMA-PIERCE COUNTY EMPLOYMENT & TRAINING CONSORTIUM dba WORKFORCE CENTRAL:

That the proper officers of the Tacoma-Pierce County Employment and Training Consortium dba WorkForce Central (WorkForce Central) be and they are hereby authorized and directed to execute for and on behalf of WorkForce Central a grant award agreement of \$353,499 of WIOA Title 1 Dislocated Worker program funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019; and further that the Chief Financial Officer of WorkForce Central be and is hereby authorized and directed to deposit the funds received pursuant to such grant award in the Tacoma-Pierce County Employment and Training Consortium Fund.

That there be and is hereby appropriated from the Tacoma-Pierce County Employment and Training Consortium Fund the sum of \$353,499 of WIOA Title 1 Dislocated Worker program funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019 in accordance with the provisions and terms of the aforementioned grant agreements.

Passed \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of Board







**GREATER ECONOMIC VITALITY FOR ALL.**  
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## **RESOLUTION NO. 836**

### **WA STATE EMPLOYMENT SECURITY DEPARTMENT**

BE IT ORDAINED BY TACOMA-PIERCE COUNTY EMPLOYMENT & TRAINING CONSORTIUM dba WORKFORCE CENTRAL:

That the proper officers of the Tacoma-Pierce County Employment and Training Consortium dba WorkForce Central (WorkForce Central) be and they are hereby authorized and directed to execute for and on behalf of WorkForce Central a grant award agreement of \$39,278 of WIOA Title 1 Dislocated Worker administrative funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019; and further that the Chief Financial Officer of WorkForce Central be and is hereby authorized and directed to deposit the funds received pursuant to such grant award in the Tacoma-Pierce County Employment and Training Consortium Fund.

That there be and is hereby appropriated from the Tacoma-Pierce County Employment and Training Consortium Fund the sum of \$39,278 of WIOA Title 1 Dislocated Worker administrative funds from WA State Employment Security Department for the period of July 1, 2017 through June 30, 2019 in accordance with the provisions and terms of the aforementioned grant agreements.

Passed \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of Board





**RESOLUTION NO. 837**

September 21, 2017

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the “Trust”) is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” and “Participating Non-City Entities”) and their employees can be paid and through which the Board of Trustees of the Trust (“Trustees”) provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns’ and Non-City Entities’ employees, their dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the “Interlocal Agreement”) attached hereto creates a joint self-insured health and welfare benefit program (the “Health Care Program”) to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and



WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the "HCP Account"), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, WorkForce Central believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account;

NOW THEREFORE RESOLVED, that the Interlocal Agreement creating the Health Care Program is hereby adopted.

RESOLVED, that by adopting such Agreement, WorkForce Central acknowledges that it shall be subject to assessments as required by the Health Care Program.

\_\_\_\_\_  
By:

ATTEST:  
  
\_\_\_\_\_

Dated: \_\_\_\_\_

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST  
HEALTH CARE PROGRAM  
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the "Trust") and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," or "Participating Non-City Entities"), all of whom are signatories to this Agreement.

**RECITALS**

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries ("Beneficiaries"), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code ("VEBA"), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

## ARTICLE 1

### DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.



- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager** or **Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance** or **Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees** or **Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
- 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
- 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
- (a) North East Region (known as the “North East Region Trustee”);
  - (b) North West Region (known as the “North West Region Trustee”);
  - (c) South East Region (known as the “South East Region Trustee”); and
  - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

## **ARTICLE 2**

### **PURPOSE**

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

## **ARTICLE 3**

### **PARTIES**

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the "Effective Date") and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

## **ARTICLE 4**

### **DURATION OF AGREEMENT**

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

## **ARTICLE 5**

### **MEMBERSHIP COMPOSITION**

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

## **ARTICLE 6**

### **HCP ACCOUNT**

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

## **ARTICLE 7**

### **TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM**

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

## **ARTICLE 8**

### **ORGANIZATION OF HEALTH CARE PROGRAM**

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.



## **ARTICLE 9**

### **RESPONSIBILITIES OF THE TRUSTEES**

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
- 9.1.1 Provide for the efficient management and operation of the Health Care Program;
  - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
  - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
  - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
  - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
  - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
  - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
  - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

## **ARTICLE 10**

### **RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS**

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

## **ARTICLE 11**

### **RESERVE FUND INVESTMENT**

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

## **ARTICLE 12**

### **FINANCIAL RECORDS**

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the



Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

## ARTICLE 13

### PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

## **ARTICLE 14**

### **TERMINATION OF HEALTH CARE PROGRAM**

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

## **ARTICLE 15**

### **MEETINGS, NOTICES AND COMMUNICATIONS**

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

## **ARTICLE 16**

### **AMENDMENTS TO INTERLOCAL AGREEMENT**

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

## **ARTICLE 17**

### **PROHIBITION ON ASSIGNMENT**

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.



- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

## **ARTICLE 18**

### **HEALTH CLAIM DISPUTES AND APPEALS**

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

## **ARTICLE 19**

### **PLAN ADMINISTRATION DISPUTES AND APPEALS**

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

## **ARTICLE 20**

### **ENFORCEMENT OF TERMS OF AGREEMENT**

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

## **ARTICLE 21**

### **DEFAULT**

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

## ARTICLE 22

### NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

## ARTICLE 23

### CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

## ARTICLE 24

### SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## ARTICLE 25

### COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

## **ARTICLE 26**

### **HEADINGS**

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

## **ARTICLE 27**

### **AGREEMENT COMPLETE**

This Agreement and the documents referenced herein contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

**[Signature page follows]**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

**Association of Washington Cities  
Employee Benefit Trust**

Signature: *Peter B. King*

Name: **Peter B. King, CEO**

Title: Chief Executive Officer

Date: 9/1/15

**Participating Employer**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: January 1, 2014

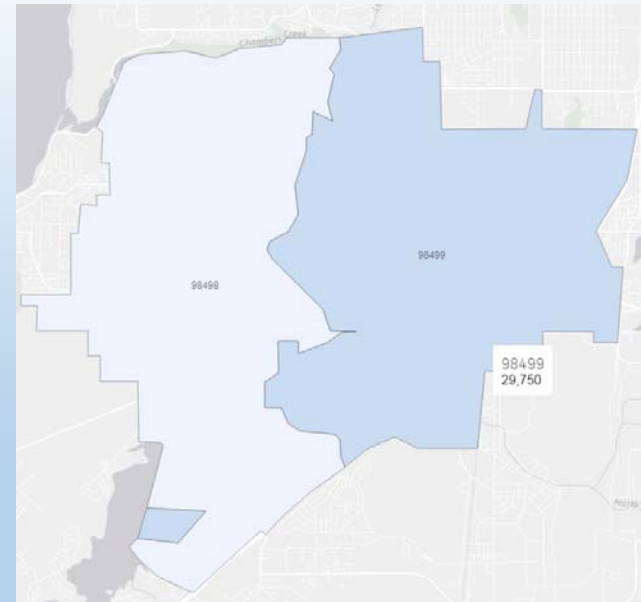
# Commute Project





# Methodology: Commuters

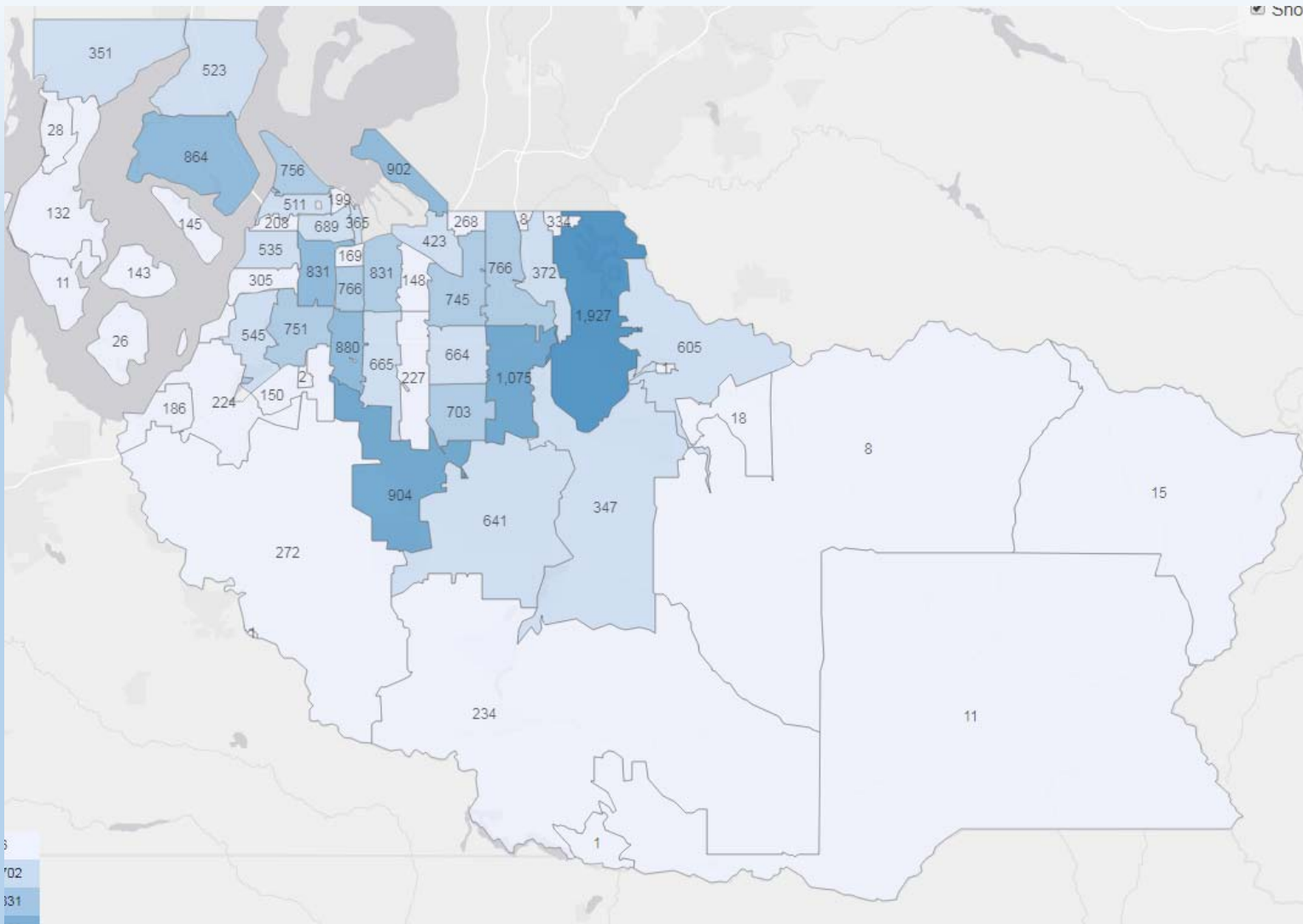
- From zip codes in Pierce county → To zip codes in other counties
- Aggregated zip codes into municipalities (roughly)
- Estimates of who from Pierce is traveling where



Lakewood





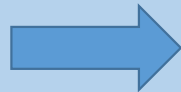


To Seattle



# Methodology: Industry Composition

- Industry snapshot of any region
- Calculate proportions (%)
- Calculate for municipalities in each county



Regions

Federal Way (12620) 🔍

Washington (53) 🔍

USA 🔍

Industry

Total - All Industries 🔍

Employment Type

Total Employment ▾

NAICS	Industry	Employment
11	Agriculture, Forestry, Fishing and Hunting	45
21	Mining, Quarrying, and Oil and Gas Extraction	84
22	Utilities	99
23	Construction	1,489
31	Manufacturing	462
42	Wholesale Trade	905
44	Retail Trade	5,993
48	Transportation and Warehousing	642
51	Information	720
52	Finance and Insurance	1,080
53	Real Estate and Rental and Leasing	892
54	Professional, Scientific, and Technical Services	1,594
55	Management of Companies and Enterprises	134

# Commute Estimates

To Olympia --> From Pierce County	Total Commuters -->	956	399	327	252	190	177	161	158	156	144	140	139	124
Industry	Industry Composition	Tacoma	Lakewood	Gig Harbor	Parkland	Spanaway	Bonney La	Dupont	Frederick	Puyallup	South Hill	Fircrest	Roy	Graham
Accommodation and Food Services	6.41%	61	26	21	16	12	11	10	10	10	9	9	9	8
Administrative and Support and Waste Ma	4.37%	42	17	14	11	8	8	7	7	7	6	6	6	5
Agriculture, Forestry, Fishing and Hunting	0.85%	8	3	3	2	2	1	1	1	1	1	1	1	1
Arts, Entertainment, and Recreation	1.67%	16	7	5	4	3	3	3	3	3	2	2	2	2
Construction	2.83%	27	11	9	7	5	5	5	4	4	4	4	4	4
Educational Services	7.30%	70	29	24	18	14	13	12	12	11	11	10	10	9
Finance and Insurance	2.23%	21	9	7	6	4	4	4	4	3	3	3	3	3
Health Care and Social Assistance	18.37%	176	73	60	46	35	32	30	29	29	27	26	26	23
Information	1.49%	14	6	5	4	3	3	2	2	2	2	2	2	2
Management of Companies and Enterprise	0.74%	7	3	2	2	1	1	1	1	1	1	1	1	1
Manufacturing	2.44%	23	10	8	6	5	4	4	4	4	4	3	3	3
Mining, Quarrying, and Oil and Gas Extract	0.04%	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Services (except Public Administrati	4.09%	39	16	13	10	8	7	7	6	6	6	6	6	5
Professional, Scientific, and Technical Serv	3.51%	34	14	11	9	7	6	6	6	5	5	5	5	4
Public Administration	30.13%	288	120	98	76	57	53	49	48	47	44	42	42	37
Real Estate and Rental and Leasing	1.11%	11	4	4	3	2	2	2	2	2	2	2	2	1
Retail Trade	7.92%	76	32	26	20	15	14	13	13	12	11	11	11	10
Transportation and Warehousing	1.93%	18	8	6	5	4	3	3	3	3	3	3	3	2
Utilities	0.30%	3	1	1	1	1	1	0	0	0	0	0	0	0
Wholesale Trade	2.30%	22	9	8	6	4	4	4	4	4	3	3	3	3

# Commute Estimates

To Olympia --> From Pierce County	Total Commuters -->	956	399
Industry	Industry Composition	Tacoma	Lakewood
Accommodation and Food Services	6.41%	61	26
Administrative and Support and Waste Management	4.37%	42	17
Agriculture, Forestry, Fishing and Hunting	0.85%	8	3
Arts, Entertainment, and Recreation	1.67%	16	7
Construction	2.83%	27	11
Educational Services	7.30%	70	29
Finance and Insurance	2.23%	21	9
Health Care and Social Assistance	18.37%	176	73
Information	1.49%	14	6
Management of Companies and Enterprises	0.74%	7	3
Manufacturing	2.44%	23	10

# Master Spreadsheet

NAICS	Industry	County	Commuting	Total Commut	Total By Industry	Tacoma	Lakewood	Gig Harbor	Parkland	Spanaway	Bonney Lake	Dupont	Frederickson	Puyallup	S
62	Health Care and Social Assistance	King	Seattle	23,135	3,113	821	170	231	204	120	263	24	124	204	
54	Professional, Scientific, and Technical Services	King	Seattle	23,135	2,727	719	149	203	179	105	230	21	109	179	
31	Manufacturing	King	Auburn	13,038	2,118	457	72	56	142	90	316	6	104	147	
44	Retail Trade	King	Seattle	23,135	2,089	551	114	155	137	80	177	16	83	137	
72	Accommodation and Food Services	King	Seattle	23,135	2,066	545	113	153	136	79	175	16	82	135	
31	Manufacturing	King	Kent	10,750	1,987	456	81	67	129	91	234	6	106	147	
61	Educational Services	King	Seattle	23,135	1,902	501	104	141	125	73	161	15	76	125	
62	Health Care and Social Assistance	King	Federal Way	7,647	1,532	492	62	54	98	68	129	6	77	104	
31	Manufacturing	King	Renton	6,083	1,436	294	53	60	84	54	218	5	60	110	
31	Manufacturing	King	Seattle	23,135	1,424	375	78	106	93	55	120	11	57	93	
44	Retail Trade	King	Auburn	13,038	1,419	306	48	37	95	60	212	4	70	98	
44	Retail Trade	King	Federal Way	7,647	1,371	440	56	48	88	61	115	5	68	93	
42	Wholesale Trade	King	Kent	10,750	1,360	312	55	46	88	62	160	4	72	101	
92	Public Administration	Thurston	Olympia	4,062	1,224	288	120	98	76	57	53	49	48	47	
44	Retail Trade	King	Kent	10,750	1,202	276	49	40	78	55	142	4	64	89	
31	Manufacturing	Snohomish	Everett	3,293	1,178	254	61	52	89	56	107	10	65	97	
51	Information	King	Seattle	23,135	1,169	308	64	87	77	45	99	9	47	77	
81	Other Services (except Public Administration)	King	Seattle	23,135	1,164	307	64	86	76	45	98	9	46	76	
56	Administrative and Support and Waste Management and Remediation Services	King	Auburn	13,038	1,107	239	37	29	74	47	165	3	54	77	
48	Transportation and Warehousing	King	Seattle	23,135	1,064	280	58	79	70	41	90	8	42	70	

# Keep In Mind

- LODES and ACS do not include DOD data
- Military commuting not a part of this spreadsheet
  - Working on it
- Small sample size regions will be aggregated to mitigate sampling error
- Later drafts will include occupation statistics and income comparison