

CONSORTIUM AGREEMENT

**Pursuant to the
Workforce Innovation and Opportunity Act of 2014**

Between

**Clallam County, Washington
Jefferson County, Washington
Kitsap County, Washington**

May 2015

CONSORTIUM AGREEMENT

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CHARTER

WHEREAS, Clallam, Jefferson and Kitsap Counties, hereinafter referred to as “the Parties,” established the Olympic Consortium in 1983 pursuant to the Job Training Partnership Act of 1982 (JTPA); and

WHEREAS, Clallam, Jefferson and Kitsap Counties, re-established the Olympic Consortium in May 2000 pursuant to the Workforce Investment Act of 1998 (WIA); and

WHEREAS, the Congress of the United States has enacted the Workforce Innovation and Opportunity Act of 2014 (WIOA), replacing WIA effective July 1, 2015; and

WHEREAS, the WIOA requires redesignation of the three (3) county area and renewal and amendment of the original WIA Consortium Agreement;

NOW, THEREFORE, the Parties jointly establish a WIOA Consortium to be governed by the following articles:

ARTICLE I

PURPOSE - The Parties hereby establish a Consortium pursuant to the WIOA to replace the WIA Consortium established in 2000. The purpose of the Consortium shall be to: (a) affirm the local Workforce Development Council (WDC) for the three-county area; (b) appoint members to the local WDC; (c) focus on strategic operational and governing principles for the local areas noted in the US Department of Labor’s Training and Employment Guidance Letter 19-14 (February 19, 2015); d) oversee, together with the WDC, the area’s One-Stop system for the delivery of unified workforce development services; and (d) perform all other workforce development-related services delegated to the Consortium from time to time by the federal government, by the State of Washington, or by the Parties.

ARTICLE II

MEMBERSHIP - This organization shall be named the Olympic Consortium (“Consortium”), and shall consist of the following parties:

Clallam County
Clallam County Courthouse
223 East 4th

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Port Angeles, WA 98362

Jefferson County
Jefferson County Courthouse
Jefferson & Cass Streets
Port Townsend, WA 98368

Kitsap County
Kitsap County Courthouse
614 Division Street
Port Orchard, WA 98366

ARTICLE III

AREA TO BE SERVED - The area and population to be served shall consist of:

- A. Clallam County
- B. Jefferson County, and
- C. Kitsap County

The Parties shall take all steps necessary to ensure that this three (3) county area is designated a Workforce Development Area ("Area") pursuant to the WIOA.

ARTICLE IV

POWERS, FUNCTIONS AND RESPONSIBILITIES OF CONSORTIUM - The Consortium shall exercise those powers, functions, and responsibilities necessary for planning, establishing and operating a workforce development system.

ARTICLE V

CONSORTIUM BOARD - The Consortium Board ("Board") shall constitute the executive body of the Consortium. The Board shall exercise all executive powers, functions and responsibilities necessary to govern the Consortium. The Board may establish rules and procedures (By-Laws), as it deems necessary.

- A. **Membership** - The Board shall be composed of three (3) elected Commissioners from each of the three (3) aforementioned Counties, for a total of nine (9) members.

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- B. **Voting** - Each member of the Board shall have one (1) vote. All decisions of the Board shall be made by no less than a majority vote of a quorum at a meeting where a quorum is present.
- C. **Quorum** - a quorum shall consist of a total of not less than three (3) of the nine members, provided that at least one (1) member from each County is present. Any business affecting a member county must be approved by the board of commissioners of the county affected.
- D. **Chair, Vice Chair and Second Vice Chair** - The Board shall elect a Chair, a Vice Chair, and a Second Vice Chair, by a majority vote, at a meeting where a quorum is present, for a term of service not to exceed one (1) year. Officers of the Board shall be comprised of one (1) elected member from each County, and officers shall rotate annually through ascension.
- E. **Meetings** - The Board shall meet at such times and places as may be designated by the Chair. In the absence of the Chair, the Vice Chair shall preside over meetings. In the absence of the Chair and Vice Chair, the Second Vice Chair shall preside over meetings. In the absence of the Chair, Vice Chair and Second Vice Chair, a Chair protempore shall be elected by a majority of the members present to preside for that meeting only.
- F. **WDC Agreement** - The Board shall enter into an agreement with the WDC establishing the respective roles of the Board and the WDC.

ARTICLE VI

- A. **WDC Appointments** - The WDC shall be appointed to fixed and staggered terms by the Board, utilizing nomination and appointment procedures established by the WIOA, by the State of Washington and by the Board. .
- B. **Consensus and Voting on Appointments** - The business representatives on the WDC shall be recommended for appointment by the Board member in whose County the business member is employed. Non-business representatives on the WDC may be recommended by any Board member. Taken as a whole, WDC membership shall reasonably reflect the respective populations of the three (3) counties. The Board shall reach consensus on each WDC appointment. If consensus cannot be reached on a given nominee, a second nominee shall be considered. If the Board cannot reach consensus on the appointment of the second nominee for a given position, the Board shall vote on the appointment.

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- C. **Resignation** - Any WDC member may resign by submitting written notice to the WDC Chair, and to the Board. Members shall offer their resignations when they retire or otherwise leave a position of optimum policy making authority in the sector they were appointed to represent.
- D. **Removal** - The WDC may request that the Board remove a WDC member, with or without cause, by a majority vote provided that fifteen calendar (15) days' notice of the pending action has been provided to the member, the WDC, and to the Board. An unexcused absence from three (3) consecutively scheduled WDC meetings may be deemed as being good cause for removing a member from the WDC.

ARTICLE VII

GRANT RECIPIENT AND ADMINISTRATIVE STAFF - The Kitsap County Board of Commissioners is hereby designated as the grant recipient and administrative entity for the WDC and Consortium, and shall exercise those duties and responsibilities assigned by the federal government, the State of Washington, the Board and the WDC. This will include, but is not limited to:

- A. Receipt and disbursement of funds in accordance with grant agreements and contracts with the State of Washington, the U.S. Department of Labor, and other fund sources.
- B. Acquisitions, dispositions, and management of property in accordance with WIOA.
- C. Execution of grants, subgrants, contracts and other necessary agreements as authorized.
- D. Employment of administrative staff.
- E. Development of procedures for program planning, fiscal management, evaluating program performance, initiating any necessary corrective action for subgrantees and subcontractors, determining whether there is a need to reallocate resources, and modifying grants, consistent with goals and policies developed by the WDC and Board.

ARTICLE VIII

ALLOCATION OF FUNDS - All funds granted to the Consortium shall be allocated and expended among participating Counties for programs and services for which they are intended according to State and Federal formula, approved plans, grants, and all pertinent laws and Regulations.

ARTICLE IX

LIABILITY - The Parties agree that any liability accruing under WIOA, or related grant agreements overseen by the Board, shall be dealt with as follows:

- A. WIA and other programs overseen and administered by the Consortium shall observe the highest standards of grant administration and accounting in order to minimize disallowed costs;
- B. Waivers or offset against future grant revenues shall be considered in lieu of any cash repayment of disallowed costs; and
- C. Finally, as a last resort, cash liabilities which cannot be discharged in any other manner shall be borne by the Parties. Payments shall be made by the Parties in proportion to the allocation of all WIOA funds in each of the three counties in the year in which the event causing cash liability occurred.

ARTICLE X

HOLD HARMLESS AND INSURANCE REQUIREMENTS

- A. Each County agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Counties harmless from any such liability.
- B. In the case of negligence of more than one County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each County. Each County shall maintain insurance in some manner of at least \$2,000,000.00 for general comprehensive liability.

ARTICLE XI

DURATION AND RENEWAL OF AGREEMENT

- A. This agreement shall take effect upon the date of its execution and shall remain in effect indefinitely, or until amended or terminated.
- B. This agreement may be amended from time to time upon the affirmative vote of not less than a majority of members present, provided there must be a minimum of two (2) Board members from each County present at a meeting duly called pursuant hereto.
- C. Any party hereto shall have the right to withdraw from this Consortium effective July 1st of any year, provided that the remaining members of the Consortium shall have received written notification of that party's intent to withdraw by December 15th of the preceding year.

ARTICLE XII

CERTIFICATION OF AUTHORITY - Parties, by signature, certify that they possess full legal authority, as provided by State and local statutes charters, or ordinances, to enter into this agreement and to establish this Consortium.

We, the undersigned, do hereby ratify this agreement and the terms and conditions herein.

Effective this _____ day of _____ 2015

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Pursuant To The Workforce Innovation and Opportunity Act of 2014

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Approved As to Form

Approved this 27 day of July, 2015



Legal Counsel—Kitsap County



Robert Gelder, Chair



Edward E. Wolfe, Commissioner




Charlotte Garrido, Commissioner

Consortium Agreement
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BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

Approved this 7th day of July, 2015

Approved As to Form



Legal Counsel—Clallam County

Excused Absence

Jim McEntire, Chair

M. Chapman

Mike Chapman, Commissioner

Bill Peach

Bill Peach, Commissioner

Consortium Agreement
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BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

Approved this 22nd day of June, 2015

Approved As to Form

David Almy 6/15/15
Legal Counsel—Jefferson County

David Sullivan
David Sullivan, Chair

EXCUSED ABSENCE
Phil Johnson, Commissioner

Kathleen Kler
Kathleen Kler, Commissioner