

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners

**FROM:** Kate Dean, Commissioner

**DATE:** November 21, 2022

**SUBJECT:** Olympic Consortium Board Agreement

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**STATEMENT OF ISSUE:**

Jefferson County partners with Kitsap and Clallam Counties to implement federal funding for Workforce Development (WFD) activities. The WFD “infrastructure” includes:

- Olympic Workforce Development Council, which is a multi-stakeholder policy board;
- Staff at Kitsap County, the fiscal sponsor/ administrator of workforce funds & activities; and
- Olympic Consortium Board, comprised of elected officials from the three counties who form an oversight board for these funds.

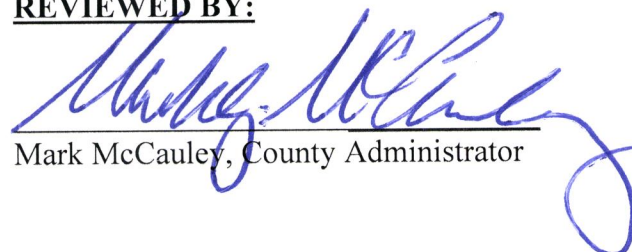
The attached Olympic Consortium Board Agreement outlines the roles the Consortium Board in relation to Kitsap County as the recipient of Workforce Innovation and Opportunity Act (WIOA) funding. This agreement is in need up updating to stay current with federal regulations.

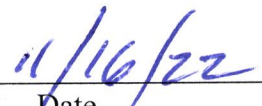
**ANALYSIS:** The attached agreement is required to be signed by all three County’s’ Commissioners and legal teams in order to be in compliance with WIOA.

**RECOMMENDATION:** Sign the Olympic Consortium Board Agreement.

**FISCAL IMPACT:** None

**REVIEWED BY:**

  
Mark McCauley, County Administrator

  
Date

## **Restated Olympic Consortium Agreement**

Pursuant to the  
Workforce Innovation and Opportunity Act of 2014  
Between

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

October 2022

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## RESTATED CHARTER

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### RECITALS

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

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

**WHEREAS**, under 29 U.S.C.A. § 3122(c)(B)(i) and 20 C.F.R. § 679.310(e), when a local workforce area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials, and, under chapter 39.34 RCW, any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

**WHEREAS**, the Parties wish to update and restate their May 2015 Consortium Agreement to reflect current program requirements;

**NOW, THEREFORE**, the Parties reaffirm a WIOA Consortium to be governed by the following articles:

### ARTICLE I

**NAME** - The Parties reaffirm the Olympic Consortium (the “Consortium”) as a consortium pursuant to the WIOA.

**PURPOSE** - The purpose of the Consortium is 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 U.S. Department of Labor’s Training and Employment Guidance Letter (TEGL) 19-14;
- D. Oversee, together with the WDC, the area’s One-Stop system for the delivery of unified workforce development services; and
- E. Perform all other workforce development-related services delegated to the Consortium by the federal government, the State of Washington, or by the Parties.



## ARTICLE II

**COMPOSITION** – The Consortium is composed of the following three counties: Clallam County; Jefferson County; and Kitsap County.

## ARTICLE III

**SERVICE AREA** – The area and population to be served consists of:

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

The Parties will take all steps necessary to ensure that the three-county area is designated a Workforce Development Area pursuant to WIOA.

## ARTICLE IV

**CONSORTIUM BOARD** – The Consortium Board (the “Board”) constitutes the governing body of the Consortium. The Board will exercise all powers, functions, and responsibilities necessary or appropriate to govern the Consortium. The Board may establish rules and procedures (including by-laws) as it deems necessary or appropriate.

- A. **Membership** – The Board is composed of three elected Commissioners from each of the three counties, for a total of nine members.
- B. **Voting** – Each member of the Board has one vote. All decisions of the Board will be made by no less than a majority vote of a quorum at a meeting where a quorum is present.
- C. **Quorum** – A quorum consists of a total of no less than three of the nine members, provided that at least one member from each county is present. Any business affecting a member’s county must be approved by the board of commissioners of the county affected.
- D. **Chair, Vice Chair, and Second Vice Chair** – The Board will 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 year. Officers of the Board will consist of one elected member from each county, and officers will rotate annually through ascension.
- E. **Meetings** – The Board will meet at such times and places as may be designated by the Chair. In the absence of the Chair, the Vice Chair will preside over meetings. In the absence of the Chair and Vice Chair, the Second Vice Chair will preside over meetings. In the absence of the Chair, Vice Chair, and Second Vice Chair, a Chair pro-tempore will be elected by a majority of the members present to preside for that meeting only.

## F. Duties

- a. Establish by-laws in conjunction with the WDC consistent with the state policy for WDC set forth in WIOA Section 107(c) 29 U.S.C.A. § 3122 and 20 C.F.R. § 679.310.
- b. In partnership with local workforce development council, perform all functions outlined in WIOA Section 107(d) 29 U.S.C.A. § 3122 and 20 C.F.R. § 679.370, and summarized as follows:
  - Develop and maintain the 4-year Local Plan
    1. Conduct workforce research and regional labor market analysis to assist in the development and implementation of the local plan
    2. Convene workforce development system stakeholders in the development of the local plan and identify resources to leverage support for workforce development
  - Lead employer engagement efforts
  - Collaborate with education representatives to develop and implement career pathways
  - Identify and promote proven and promising practices
  - Develop and implement strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers
  - Conduct program oversight
  - Negotiate local performance accountability measures
  - Negotiate methods for funding the infrastructure costs of One-Stop centers in the local area
  - Select and monitor One-Stop operators and service providers
  - Ensure adequate availability of career and training services, maximizing consumer choice
  - Coordinate workforce activities with education and training providers
  - Develop, implement, and monitor WIOA budget
  - Assess and enact accessibility for individuals with disabilities

- Certify One-Stop centers in accordance with 20 C.F.R. § 678.800
- G. **WDC Agreement** – The Board will enter into an agreement with the WDC establishing respective roles of the Board and the WDC.

## ARTICLE V

- A. **WDC Appointments** – The members of the WDC will be appointed to fixed and staggered terms by the Board, utilizing nomination and appointment procedures established by the WIOA, 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 must reasonably reflect the respective populations of the three counties. The Board will reach consensus on each WDC appointment. If consensus cannot be reached on a given nominee, an alternative nominee will be considered. If the Board cannot reach consensus on the appointment of the alternative nominee for a given position, the Board will vote to determine the appointment.
- C. **Resignation** – Any WDC member may resign by submitting written notice to the WDC Chair, and to the Board. Members must 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 the Board to remove a WDC member, with or without cause, by a majority vote, provided that at least 15 calendar days' notice of the proposed action has been provided to the member, the WDC, and to the Board. Unexcused absences from three consecutively scheduled WDC meetings may be deemed good cause for removing a member from the WDC.

## ARTICLE VI

**GRANT RECIPIENT** – Kitsap County is the grant recipient for the Consortium and the WDC. As such, Kitsap County will:

- A. Exercise those duties and responsibilities as grant recipient as set forth in federal and state law or as established by the Board; and
- B. Comply with WIOA in respect to property management and procurement; and
- C. Ensure all conditions of grant approval are met, including, but not limited to, compliance with applicable laws, monitoring and reporting requirements, and management of subgrants and contracts.



**ADMINISTRATIVE EXECUTIVE DIRECTOR AND STAFF** – Kitsap County is the designated entity for employment of administrative executive director and staff that service the Board and WDC.

- A. **Hiring** – Although the administrative executive director assigned to the Board and the WDC will remain an employee of Kitsap County, the WDC in collaboration with the Board shall have authority in the selection and performance review of the administrative executive director.
- B. **Responsibilities** – The administrative executive director and staff are responsible for developing procedures for program planning, fiscal management, evaluating program performance, initiating necessary corrective action for subgrantees and subcontractors, determining whether there is need to reallocate resources, and modifying grants. The administrative executive director and staff will perform their duties consistent with goals and policies developed by the Board and the WDC.
- C. **Conflict of Interest** – The administrative executive director and staff must avoid conflicts of interest by not being the service provider and following the conflict-of-interest policies on all issues where any potential conflict could arise. There is no evident conflict of interest between these two roles.

## ARTICLE VII

**ALLOCATION OF FUNDS** – All funds granted to the Consortium must be allocated and expended among the Parties 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 VIII

**LIABILITY** – The Parties agree that any liability accruing under WIOA, or related grant agreements, overseen by the Board, will be addressed as follows:

- A. WIOA and other programs overseen and administered by the Consortium will observe the highest standards of grant administration and accounting in order to minimize disallowed costs;
- B. Waivers or offset against future grant revenues will considered in lieu of any cash prepayment of disallowed costs; and
- C. As a last resort, cash liabilities which cannot be discharged in any other manner will be borne by the Parties. Payments will 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 IX

### **HOLD HARMLESS AND INSURANCE REQUIREMENTS**

- A. Each Party 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 Parties harmless from any such liability.
- B. In the case of negligence of more than one Party, damages allowed will be levied in proportion to the percentage of negligence attributable to each Party. Each Party agrees to maintain CGL insurance or coverage by the Washington Counties Risk Pool of at least \$2,000,00 per occurrence.

## ARTICLE X

### **DURATION, AMENDMENT, WITHDRAWAL, AND TERMINATION OF AGREEMENT**

- A. This agreement will take effect upon the date of its execution and will remain in effect indefinitely, unless terminated by the Parties.
- 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 Board members from each county present at a meeting duly called pursuant hereto.
- C. Any Party hereto has the right to withdraw from the Consortium effective July 1 of any year, provided that the remaining members of the Consortium have been given written notification of that Party's intent to withdraw by December 15 of the preceding year.

## ARTICLE XI

**NO SEPARATE LEGAL ENTITY CREATED** – This agreement does not create a separate legal entity.

**PROPERTY ACQUISITION AND DISPOSITION** – Any real or personal property acquired in connection with this agreement will be held on behalf of the Consortium by Kitsap County in its capacity as fiscal agent. Upon partial or complete termination of this agreement, any such property will be disposed of in accordance with federal, state, and local law.

## ARTICLE XII

**CERTIFICATION OF AUTHORITY** – The Parties, by signatures, certify that they possess full legal authority to enter into this agreement.

**[SIGNATURE PAGES FOLLOW]**

Approved as to Form

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Legal Counsel

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

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**EDWARD E. WOLFE**, Chair

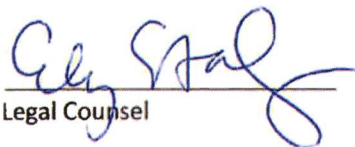
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**CHARLOTTE GARRIDO**, Commissioner

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**ROBERT GELDER**, Commissioner

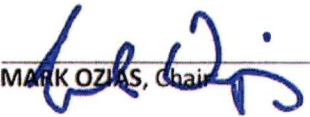
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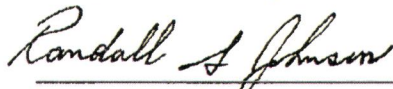
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Dana Daniels, Clerk of the Board

Approved as to Form

  
Legal Counsel

BOARD OF COUNTY COMMISSIONERS  
CLALLAM COUNTY, WASHINGTON

  
MARK OZOLS, Chair

  
RANDY JOHNSON, Commissioner

  
BILL PEACH, Commissioner

Approved as to Form



November 16, 2022

Philip C. Hunsucker,                      Date  
Chief Civil Deputy Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON**

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**HEIDI EISENHOUR**, Chair

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**KATE DEAN**, Commissioner

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**GREG BOTHERTON**, Commissioner