

CONSORTIUM AGREEMENT FOR THE ISLAND COUNTY, SAN JUAN COUNTY, SKAGIT COUNTY AND WHATCOM COUNTY WORKFORCE DEVELOPMENT AREA

This Agreement is made and entered into by and between Island County, San Juan County, Skagit County and Whatcom County, hereinafter jointly referred to as "Parties," pursuant to Chapter 39.34 RCW.

WHEREAS, the Parties established the Northwest Washington Service Delivery Area through an Interlocal Cooperation Agreement executed in 1983 to facilitate the administration of the Job Training Partnership Act; and

WHEREAS, the Agreement was continued to facilitate the administration of the Workforce Investment Act of 1998 which replaced the Job Training Partnership Act; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014 has replaced the Workforce Investment Act of 1998; and

WHEREAS Island, San Juan, Skagit and Whatcom Counties have been certified by the Governor as the Northwest Workforce Development Area under the WIOA;

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to carry out Federal and State requirements related to the WIOA in order to improve the quality of the workforce, reduce welfare dependency, and enhance productivity in the local workforce investment area.

2. AREA DESIGNATION

The Parties agree that Island, San Juan, Skagit and Whatcom Counties should continue to be designated a workforce development area pursuant to the WIOA, and they shall request approval when required from the Governor's office for such designation.

3. WORKFORCE DEVELOPMENT COUNCIL

A. Established Board Continued

The Parties acknowledge that the Workforce Development Council Board ("Board"), a private non-profit corporation, which operated under the Workforce Investment Act, shall continue in operation under the Workforce Innovation and Opportunity Act. The Board shall seek certification from the Governor of the State of

Washington at such times as may be necessary, for the Board to operate as the local Workforce Development Council for this Workforce Development Area ("Area").

B. Board Appointments

Appointments to the Board shall be made in accordance with the WIOA, State rules implementing the WIOA, if any, and this Agreement. In the event of conflict, the WIOA shall take first precedence, State rules shall take second precedence, and this Agreement third precedence. Board membership shall proportionally represent the counties included in the designated Area according to population. Multiple nominees may be considered at the time of the appointment of individual Board members.

C. Additional Members

Additional Board members may be appointed by the Parties as desired or required by the State and WIOA, so long as the additional appointments are not deemed to violate the terms of the NWCs board certification.

4. ADMINISTRATION

A. Consortium Committee Established

Each Party shall designate a County Commissioner or County Executive to make up a four member Consortium Committee (the "Committee"). The County Commissioners or County Executives so designated shall each have one vote on the Committee but shall not be members of the Board. The Committee shall be responsible, in partnership with the Board, for overseeing the local workforce development system and for carrying out the responsibilities assigned to the "Chief Elected Official" pursuant to the WIOA and implementing Federal and State rules. Responsibilities of the Committee shall include: 1) appointments to the Board; 2) submission of the local 4-year plan to the Governor's Office, in partnership with the Board; 3) certification of one-stop operators in partnership with the Board; 4) oversight of WIOA youth, adult, and dislocated worker programs in conjunction with the Board; 5) reaching agreements with the Governor and the Board regarding local performance measures; 6) review and approval of the Board's budget; and 7) all other State and Federal WIOA-related requirements which are assigned to the "Chief Elected Official" and as those requirements may hereafter be amended. The Committee shall be governed by its by-laws and by any additional rules adopted by the Consortium Committee which do not conflict with this Agreement. The Committee shall meet at least annually, and as often as necessary to perform its duties.

B. Consortium Committee Chairperson

The Committee shall annually select one of its members to be the chairperson of the Committee. The chairperson may carry out the responsibilities of the "Chief Elected Official", under the WIOA where, and only where, it is not feasible for the Consortium Committee as a whole to do so.

C. Consortium Committee Action

Each of the four Committee members shall have one vote. A quorum of the Committee shall consist of at least three of its four members. Action by the Committee shall require a unanimous vote of a quorum, except that abstention by a single Committee member shall not block action or dissolve a quorum.

D. Meeting Notice

Meetings may be called by any three Committee members or by the Committee Chairperson. At least ten (10) days advance written notice of Committee meeting shall be mailed to each Committee member.

E. Consortium Committee/ Board Linkage

The Consortium Committee chairperson shall be a voting member of the Board's Executive Committee. The Consortium Committee chairperson shall be considered an ex-officio, non-voting member of the full Board. The Board's chairperson shall similarly be considered an ex-officio, non-voting member of the Consortium Committee. Non-voting members shall not count in determining a quorum for the Board or the Consortium Committee.

5. FINANCING

The Board and its activities shall be funded by the State workforce development grants. The Parties agree that the Board shall be the designated entity to serve as the local grant sub-recipient for WIOA funds, and any other funds which, pursuant to Federal law or State policies, are overseen by Workforce Development Council Boards in the State of Washington. The Board shall develop a budget for the carrying out of its duties under the WIOA and the State rules implementing the WIOA. This budget shall be subject to approval of the Executive Committee. The Board may request, receive and administer other Federal, State or local funds which aid in carrying out its mission.

6. LIABILITY

The Parties agree that any liability accruing under this or related grant agreements shall be dealt with as follows:

(a) WIOA and other programs overseen and administered by the Board 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 repayments of disallowed costs;

(c) To the extent cash payment of any liability is required and the payment cannot be offset against the grant funds, the general funds of the Board shall be utilized to discharge the liability; and,

(d) 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 four counties in the year in which the event causing cash liability occurred.

7. HOLD HARMLESS AND INSURANCE REQUIREMENTS

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. In the case of negligence of more than one County, any 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.

The Committee shall ensure that the interests of the Counties are adequately protected by the Board.

8. DURATION

This Agreement shall commence when signed by the four parties and shall continue until terminated by Federal or State law or by withdrawal by any of the Parties pursuant to paragraph ten (10) of this Agreement.

9. TREATMENT OF ASSETS AND PROPERTY.

No fixed assets or personal property will be jointly or cooperatively, acquired, held, used, or disposed of by the Committee pursuant to this Agreement.

10. TERMINATION

Any party may withdraw from this Agreement effective at the close of business on June 30 by mailing advance, written notice of intent to withdraw to the other parties and the Board by December 31st of the immediately preceding calendar year. Should any party withdraw, the remaining parties may elect to continue the Consortium. In the

event that all parties to this agreement elect not to continue with the contract, all monetary assets received by the parties shall be distributed or returned in accordance with the conditions under which the funds were distributed to the Consortium Committee.

11. CHANGES, MODIFICATIONS, AND AMENDMENTS

This Agreement may be changed, modified, or amended only by written agreement executed by all the Parties.

12. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

13. NOTICE

Any written notice shall be given to each County, addressed to the representative on the Consortium Committee, at the addresses listed below. Notice may be given by *delivery* or by depositing in the U.S. Mail, first class, postage prepaid.

- (a) Island County
1NE 7th Street, Rm 214
PO Box 5000
Coupeville, WA 98239-5000
 - (b) San Juan County
350 Court Street Number 5
Friday Harbor, WA 98250
 - (c) Skagit County
1800 Continental Place, Suite 100
Mt Vernon, WA 98273
 - (d) Whatcom County
311 Grand Avenue
Suite 108
Bellingham, WA 98225-4082
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SIGNATURE PAGE

We, the undersigned local elected officials of the four counties that comprise the Northwest Workforce Development Area, representing the counties of Island, San Juan, Skagit, and Whatcom, do hereby jointly approve the foregoing Consortium Agreement for the Workforce Development Area.

Jill Johnson
Island County Commissioners

Jamie Stephens
San Juan County Council

Jack Louws
County Executive, Whatcom County



Ken Dahlstedt
Skagit County Commissioners
Chief Local Elected Official, signing by agreement on behalf of above officials

June 15, 2016
Date

The Consortium Committee meeting of June 15, 2016, unanimously passed a motion updating this Agreement to appropriately reference the Workforce Innovation and Opportunity Act, and remove references to the former legislation, the Workforce Investment Act. All Consortium Committee members, the officials identified above, were in attendance at the meeting. The signature page in final form was not available at that time.

Commissioner Ken Dahlstedt, as the Chief Local Elected Official, is signing on behalf of the members above, per their action at the meeting.