

Revision 1/27/23
KC-514-22-A
CFDA: NA

FIRST AMENDMENT TO RESTATED OLYMPIC CONSORTIUM AGREEMENT (DECEMBER 2022)

This First Amendment to Restated Olympic Consortium Agreement (December 2022) (the "Agreement") is entered into between Clallam, Jefferson and Kitsap counties in their capacities as the members of the Olympic Consortium.

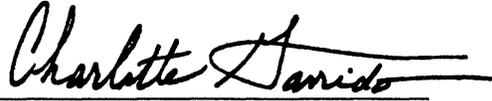
Effective upon full execution, the parties enter this amendment for the purpose of removing Section IV(F) of the Agreement and then superseding the original form of the Agreement with the form attached hereto to reflect that removal.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

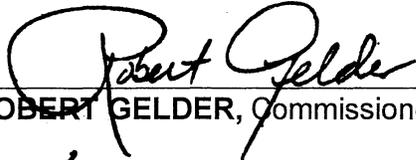
Approved as to Form

/s/ Alan L. Miles

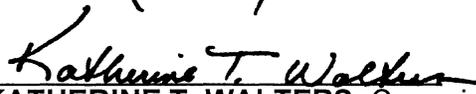
Legal Counsel



CHARLOTTE GARRIDO, Chair



ROBERT GELDER, Commissioner



KATHERINE T. WALTERS, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board



Approved as to Form

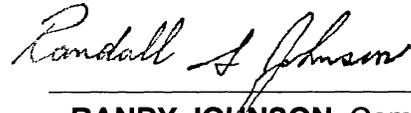
**BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON**



Legal Counsel



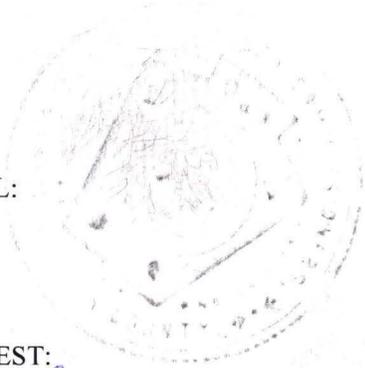
MARK OZIAS, Chair



RANDY JOHNSON, Commissioner



Mike French, Commissioner



SEAL:

BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, WASHINGTON

A handwritten signature in blue ink, appearing to be "G. Botherton", written over a horizontal line.

GREG BOTHERTON, Chair

ATTEST:

Carolyn Galloway 2/27/23
DATE

Carolyn Galloway
Clerk of the Board

Approved as to form only:

P.C. Hunsucker February 15, 2023
DATE

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

A handwritten signature in blue ink, appearing to be "K. Dean", written over a horizontal line.

KATE DEAN, Commissioner

A handwritten signature in blue ink, appearing to be "Heidi Eisenhower", written over a horizontal line.

HEIDI EISENHOUR, Commissioner

**Superseding Restated Olympic Consortium
Agreement**

Pursuant to the
Workforce Innovation and Opportunity Act of 2014
Between

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

December 2022/Superseded February 2023

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RESTATED CHARTER

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. **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.