

A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT FOR PACIFIC MOUNTAIN WORKFORCE REGION WORKFORCE INVESTMENT ACT IMPLEMENTATION

WHEREAS, since October 1, 1983, the Counties of Grays Harbor, Lewis, Mason, Pacific and Thurston ("Counties") have worked together on workforce development and through previous Interlocal agreements, have established a five-county Consortium, called Pacific Mountain Workforce Consortium; and

WHEREAS, the region formed by the five Counties has been designated by the Governor of the State of Washington as one of the state's workforce development areas mandated by the Workforce Innovation and Opportunity Act of 2014; and

WHEREAS, the Counties collaborated on the formation of the Pacific Mountain Workforce Development Council, which has been certified by the Governor of the State of Washington pursuant to the Workforce Innovation and Opportunity Act of 2014 as the workforce development board for the Consortium region; and

WHEREAS, the attached Interlocal Agreement has been proposed to allow the Counties to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities; and

WHEREAS, the Counties continue to share the goal of improving the quality of the workforce, reducing the dependency on welfare and enhancing the productivity and competitiveness of the region and the nation by increasing the employment, retention and earnings and occupational skills attainment by participants in workforce development programs within the Consortium region; and

WHEREAS, Mason County has the authority to enter into interlocal agreements pursuant to Chapter 39.34 RCW,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS FOR MASON COUNTY that the attached Interlocal Agreement providing for the Pacific Mountain Workforce Region Workforce Investment Act Implementation is hereby adopted and entered into, and

BE IT FURTHER RESOLVED that the attached Interlocal Agreement shall supersede and replace the Interlocal Agreement for Pacific Mountain Workforce Region Investment Act Implementation executed by the Counties in 2010.

Passed and approved this 17th day of November, 2015.

BOARD OF COUNTY COMMISSIONERS

MASON COUNTY, WASHINGTON



Randy Neatherlin, Chair



Tim Sheldon, Commissioner



Terri Jeffreys, Commissioner

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:



Chief Deputy Prosecuting Attorney

NOV 17, 2015
(COPY)

INTERLOCAL AGREEMENT
For
PACIFIC MOUNTAIN WORKFORCE REGION
WORKFORCE INVESTMENT ACT IMPLEMENTATION

THIS INTERLOCAL AGREEMENT (hereinafter called "Agreement") is hereby made by and between GRAYS HARBOR COUNTY, LEWIS COUNTY, MASON COUNTY, PACIFIC COUNTY, and THURSTON COUNTY, all municipal corporations, hereinafter referred to as Counties or Parties.

It is hereby agreed as follows:

I. Preamble and Purpose

Since October 1, 1983, the Counties have worked together on workforce development. Through previous Interlocal agreements, the Counties have established a five-county Consortium, called Pacific Mountain Workforce Consortium. The region formed by the five counties has been designated by the Governor of the State of Washington as one of the State's workforce development areas mandated by the Workforce Innovation and Opportunity Act of 2014 (WIOA). The Counties collaborated on the formation of the Pacific Mountain Workforce Development Council, which has been certified by the Governor of the State of Washington pursuant to the Workforce Innovation and Opportunity Act of 2014 as the workforce development board for the Consortium region.

This agreement is made under the authority of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW, which permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities.

The Parties continue to share the goal of improving the quality of the workforce, reducing the dependency on welfare and enhancing the productivity and competitiveness of the region and the nation by increasing the employment, retention and earnings and occupational skills attainment by participants in workforce development programs within the Consortium region.

II. Terms

This Agreement shall be effective upon execution by all parties. Its term shall be reviewed and approved by all parties for extension every five years, unless amended or terminated pursuant to the provisions of Sections VIII and IX below.

III. Roles and Responsibilities

1. The Pacific Mountain Workforce Consortium of the five Counties that are party to this Agreement shall continue for the purpose of delivery of workforce development programs, in the five-county region, funded primarily, but not exclusively, by the Act or subsequent federal employment and training legislation.

2. Each County will appoint one County Commissioner and an alternate member to a Consortium Board. The Consortium Board shall constitute the role of the Chief Elected Official in accordance with Section 661.300(e) of the Act.

Duties of the Consortium Board, acting as the Chief Elected Official include:

1. Participate in development of the Pacific Mountain Workforce Development area strategic, regional, and operations plan.
2. Approve the annual administrative and program budgets as developed by the Workforce Development Council.
3. Certification that the Consortium and Council meet all requirements, federal and state, for designation as a Local Workforce Development Area.
4. Adopt policies and procedures which require joint approval of the chief elected official and the Workforce Development Council.
5. Develop and approve the appointment policy and procedures for Workforce Development Council membership.
6. Approve the selection of the One-Stop Operator recommended by the Workforce Development Council.
7. Develop formal agreement with the Workforce Development Council on the specific responsibilities of each party.
8. Appoint the Consortium Board Chair as a non-voting member of the Workforce Development Council Executive-Finance Standing Committee. The Consortium Board shall meet at least quarterly to conduct required business of the Chief Elected Official. A quorum of the Consortium Board will require presence of three of the five Counties be represented. Decisions will be made by a majority of the members present.
9. The Consortium shall request that the Pacific Mountain Workforce Development Council (“the Council”), a 501(c)(3) not for profit corporation of the State of Washington, continue to be certified by the Governor of the State of Washington as the local workforce investment board for the Consortium, provided that the Council membership includes at least three business representatives from each of the Counties and also remains consistent with the adjusted requirements of the Consortium, the State and provisions of the Opportunity Act and any successor legislation. The Consortium of the five Counties intends to designate the Pacific Workforce Development Council as the local grant recipient and fiscal agent for WIOA funds in accordance with Section 107(d)(12)(B)(i) of the Opportunity Act, acting on behalf of the five Counties effective July 1, 2014.
10. The Consortium Board shall enter into a written agreement with the Council that addresses the responsibilities of the Council to meet the requirements of the law:

1. Increase, for individuals in the United States particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training and support services they need to succeed in the labor market.
2. To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible and high-quality workforce development system in the Pacific Mountain Workforce Development Area.
3. To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide the Region's workers with skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide the Region's employers with skilled workers the employers need to succeed in the global economy.
4. To promote improvement in the structure of and delivery of services through the Pacific Mountain workforce development system to better address the employment and skill needs of workers, jobseekers and employers.
5. To increase the prosperity of workers and employers in the Region, the economic growth of communities, and Counties, and the global competitiveness of the State.

Council Responsibilities:

- a. Review and re-write the by-laws of the Pacific Mountain Workforce Development Council to include, at a minimum, definition of "conflict of interest" and prohibition of such perceived or actual conflicts, based on standards set forth by the Internal Revenue Service; Perform all the functions assigned by the Act and any future replacement of the legislation to the local workforce council grant recipient and fiscal agent; described in Act.
- b. Maintain accounting systems for grant awards pursuant to the Act and other funds intended to be used for workforce development programs;
- c. Obtain commercial liability insurance and errors and omissions coverage that is acceptable to the Consortium Board;
- d. Deliver programs of Workforce Development activities and obtain bonds for all employees with financial control responsibilities;
- e. Assure that funds and programs are allocated for the highest and best use for regional workforce development pursuant to the law, state policy, and strategic plan requirements and as approved by the Governor of the State of Washington.
- f. Negotiate and award contracts in accordance with federal and state contracting requirements to implement workforce development programs and the strategic plans and policies;

- g. Develop and manage budgets for administrative and service delivery functions of Workforce Development in the five-County region.
- h. Develop service delivery contracts, conduct audits and oversight of service providers.
- i. Conduct oversight for workforce development activities; ensure the appropriate use, management and investment of funds to maximize performance outcomes.
- j. Conduct an annual, joint meeting of the Consortium and Council for the purposes of reporting, updating, and coordinating regional activities.
- k. Develop strategic local and regional plans pursuant to criteria established by the US Department of Labor, Washington State Workforce Training and Education Coordinating Board and the Employment Security Department;
- l. Promote the participation of private sector employers and partnerships in the statewide workforce system by connecting, brokering, and coaching activities. Convene, broker, leverage system stakeholders and partnerships.
- m. Coordinate the workforce activities carried out within the area with economic development strategies and develop other employer linkages. Engage employers to promote economic growth and emerging employment opportunities and education and training partners to align, develop, and implement career pathways.
- n. Identify, disseminate, and promote proven and promising strategies and initiatives to meet the needs of regional employer and job seeker customers
- o. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development systems.
- p. Negotiate and reach agreement on local performance measures with the Governor of the State of Washington.
- q. Establish goals, policies and performance accountability measures for workforce development programs in the Consortium region.
- r. Designate or certify one-stop operators, identify eligible providers of youth activities, and identify eligible training providers for adults and dislocated workers for the diverse needs of a region.
- s. Annually assess the physical and programmatic accessibility of all one-stop centers in the local area.
- t. Assist the Governor in the development of a statewide employment statistics system.

u. Carry out all other necessary functions to administer and implement the workforce investment programs.

11. Should the Pacific Mountain Workforce Development Council be unable or unwilling to carry out the administrative and fiscal agent duties and functions of the Workforce Development Act, or if performance of these duties is not satisfactory to the Consortium Board, a corrective action plan will be developed. If the corrective action taken by the Council is not satisfactory to the Consortium Board, the agreement between the Consortium and the Council may be terminated.

12. If any grant or contract sought by the Council requires a specific county local share of the total amount contemplated by the grant or contract, that local share shall be contributed by the party that will benefit by the grant or contract or by a sub-grantee or subcontractor that is contracting for the performance of services contemplated by said grant or contract. Should such specific local county match be required, prior approval of such commitment of required funds shall be received before proceeding with the grant process or contract.

13. All assets relevant to this Agreement shall be handled or transferred according to applicable local or state procedures. In the event of termination of this Agreement, disposition of all property acquired under this Agreement shall be in accordance with applicable federal or state law or regulations.

IV. Hold Harmless and Indemnification

Each party agrees to indemnify and hold harmless the other parties, their elected officials and appointed officers, employees, and agents from and against any and all claims, demands, and/or causes of action or any kind of nature, including but not limited to attorney's fees and costs, arising from the action and/or inactions of the other parties, their elected officials and appointed officers, employees, and agents in conjunction with this Agreement. In the event of concurrent negligence of the parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its elected officials and appointed officers, employees, and agents.

V. Severability

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

VI. Non-Discrimination

The Consortium and each of the parties shall comply with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1988, including the implementing regulations set forth at 29 CFR part 37 prohibiting discrimination based on race, ethnicity, religion, gender, national origin, age, disability, political affiliation or belief, citizenship, sexual orientation, or participation in a Workforce Investment Act financed program or activity. The

Consortium and each of the parties shall also comply with the Washington Law against Discrimination, Chapter 49.60 RCW.

VII. Jurisdiction

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each Party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Washington State.

VIII. Amendment

This Agreement may be amended at any time by written agreement signed by each of the Counties.


IX. Termination

Any County may terminate its participation in the Consortium by giving written notice to each of the other parties to this Agreement of its intention to so terminate, provided that no termination shall be effective except at the expiration of one complete calendar year following the calendar year during which the notice is received.


MASON COUNTY
BOARD OF COUNTY COMMISSIONERS



Randy Neatherlin, Commissioner




Tim Sheldon, Commissioner



Terri Jefferys, Commissioner


Date: NOVEMBER 17, 2015

Attest:


Clerk of the Board

APPROVED AS TO FORM:

MICHAEL DORCY
PROSECUTING ATTORNEY

BY: 

Chief. MA

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