



### **Board Member Job Description**

The purpose of the Workforce Development Council (WDC) is to be the region's expert and leader in workforce development. The WDC is led by a dedicated group of labor, business and community leaders focused on the mission to build community prosperity. The Council will identify workforce issues and concerns and bring together the necessary assets to facilitate solutions that foster prosperity for the region, local business and industry, and residents. The WDC strategically plans and deploys workforce solutions and resources for the advancement of region's economy. The WDC gathers and disseminates information about the area's labor market and businesses' employment needs; builds a strong area-wide workforce development system of partners; convenes groups of businesses, training providers, and other organizations to develop solutions for workforce challenges; and oversees the local network of America's Job Centers, called WorkSource in Washington State. Board Members are appointed by the PacMtn Consortium and will report semi-annually to the County Commissioners and/or at the request of the Commissioner.



**BY LAWS**  
of the  
**PACIFIC MOUNTAIN WORKFORCE DEVELOPMENT COUNCIL**

Doing Business in the Grays Harbor, Lewis, Mason, Pacific, and Thurston County Workforce Investment region in Washington State.

**ARTICLE I**

**Name**

The name of this organization shall be the Pacific Mountain Workforce Development Council, hereinafter referred to as PacMtn WDC.

**ARTICLE II**

**Membership**

The Corporation shall have no members.

**ARTICLE III**

**Purpose**

It is the responsibility of PacMtn WDC to provide workforce investment activities as authorized by the Workforce Innovation and Opportunity Act of 2014 and any subsequent replacement legislation to:

1. Increase, for individuals in the United States particularly those individuals with barriers to employment, access to and opportunities for employment, education, training, and support services they need to succeed in the labor market.
2. To support the alignment of the 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.

Amended October 2015

4. To promote improvement in the structure of and delivery of services through 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.

**ARTICLE IV**  
**Operations**  
**Section 1**

In order to carry out its functions, PacMtn WDC:

Shall in accordance with the Workforce Innovation and Opportunity Act (WIOA):

- a. Prepare and approve a budget.
- b. Develop and adopt its own By-laws that shall have final approval by PacMtn WDC Consortium.
- c. Operate in accordance with written policies and procedures approved by PacMtn WDC and the Consortium.
- d. Operate with a Fiscal Year of July 1 through June 30.
- e. Perform all duties with the highest regard for the public trust and proper management oversight and in all ways avoid actual or perceived “conflict of interest”, based on standards set forth by the Internal Revenue Service.
- f. Perform all 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, including the following:
  1. Maintain accounting systems for grant awards pursuant to the Act and other funds intended to be used for workforce development programs;
  2. Obtain commercial liability insurance and errors and omissions coverage that is acceptable to the Consortium Board;
  3. Deliver programs of Workforce Development activities and obtain bonds for all employees with financial control responsibilities;
  4. 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.

5. Negotiate and award contracts in accordance with federal and state contracting requirements to implement workforce development programs and the strategic plans and policies;
6. Develop and manage budgets for administrative and service delivery functions of Workforce Development in the five-County region.
7. Develop service delivery contracts, conduct audits and oversight of service providers.
8. Conduct oversight for workforce development activities; ensure the appropriate use, management and investment of funds to maximize performance outcomes.
9. Conduct an annual, joint meeting of the Consortium and Council for the purpose of reporting, updating, and coordinating regional activities.
10. 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;
11. Promote the participation of private sector employers and partnership in the statewide workforce system by connecting, brokering, and coaching activities. Convene, broker, leverage system stakeholders and partnerships.
12. 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.
13. Identify, disseminate, and promote proven and promising strategies and initiatives to meet the needs of regional employer and job seeker customers.
14. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development systems.
15. Negotiate and reach agreement on local performance measures with the Governor of the State of Washington.
16. Establish goals, policies and performance accountability measures for workforce development programs in the Consortium region.
17. Designate or certify one-stop operators, identify eligible providers of youth activities, and identify eligible training providers for adult and dislocated workers for the diverse needs of a region.

18. Annually assess the physical and programmatic accessibility of all one-stop centers in the local area.

**Section 2**

PacMtn WDC shall comply with Workforce Innovation and Opportunity Act, applicable Federal Regulations, applicable State Laws, Rules and Regulations and State of Washington Provisions.

**Section 3**

PacMtn WDC may pursue additional non-WIOA funds to develop ideas and programs that meet the general purpose of PacMtn WDC.

**ARTICLE V**  
**Board of Directors**

**Section 1**

In accordance with the Pacific Mountain Workforce Consortium Agreement, the Consortium shall appoint Directors to the Board from individuals nominated pursuant to the applicable laws and adopted guidelines.

**Section 2**

PacMtn WDC shall consist of a maximum of 26 directors.

**Section 3**

Initial appointments to PacMtn WDC shall be staggered proportionally for two, three and four years as determined by the Consortium upon appointment. Subsequent appointments for a maximum of 3 terms will be for three years. Director shall remain seated until a new appointment is made to fill the seat.

**Section 4**

All regular terms shall begin on the first day of July and shall end on the last day of June.

**Section 5**

Any vacancies in the membership of PacMtn WDC shall be filled in the same manner as the original appointments and shall serve until the end of the term of the position.

**Section 6**

PacMtn WDC Directors serve on a voluntary, non-salaried basis. Directors may receive reimbursement for expenses and mileage while conducting PacMtn WDC business.

**ARTICLE VI**  
**Officers of the Corporation**

**Section 1**

The officers of PacMtn WDC shall be a Chairperson, Chairperson-Elect, Vice-Chairperson and a Secretary/Treasurer.

**Section 2**

The Chairperson, Chairperson-elect, Vice-Chairperson, and Secretary/Treasurer shall be elected by the Directors. The Directors shall elect the Chairperson from among those Directors who represent the private sector.

### **Section 3**

Election of officers shall take place at the last meeting of the calendar year.

### **Section 4**

Any vacancy in an election office shall be filled by election at the next regular meeting.

### **Section 5**

Terms of office shall be for two years. Officers may not serve more than two (2) consecutive terms in the same office.

### **Section 6**

The duties and responsibilities of the PacMtn WDC Officers are:

#### **Chairperson:**

The responsibilities of Chairperson are to preside over the Board of Directors, convene the Executive-Finance Committee, make appointments to Board committees, and perform other functions generally performed by the President of a private non-profit corporation. The Chairperson may sign deeds, mortgages, bonds, contracts, or other instruments that the Board has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation, or are required by law to be otherwise signed or executed by some other officer on in some other manner. The Chairperson shall be a representative of the private sector and shall be an ex-officio member of all committees.

#### **Chairperson-Elect:**

The responsibility of Chairperson-Elect is to act as Chairperson in the absence of the Chairperson. The Chairperson-Elect is a member of the Executive-Finance Committee. The Chairperson-Elect shall be a representative of the private sector.

#### **Vice-Chairperson:**

The responsibility of the Vice-Chairperson is to act as Chairperson in the absence of both the Chairperson and Chairperson-Elect. The Vice-Chairperson is a member of the Executive-Finance Committee. The Vice-Chairperson shall be a representative of the public sector.

#### **Secretary/Treasurer:**

The responsibilities of the Secretary/Treasurer are to review and assure accurate minutes are kept of full Board meetings; see all notices are given in accordance with the provisions of these Bylaws or as required by law; provide for the proper custody and maintenance of any appropriate and designated materials or information; signed by the Chairperson, or other officers authorized by the Chairperson or the Board, deeds, mortgages, bonds, contracts or other instruments; the Secretary/Treasurer assures the faithful discharge of duties in such sum and with such surety or sureties as the Board determines; proper custody and management for all funds and securities of

the corporation; including receipt, deposit and accounting of monies due and payable to the Corporation; report on a quarterly basis, the status of the Corporation's account. The Secretary/Treasurer is a member of the Executive-Finance committee.

## **ARTICLE VII**

### **Contracts, Loans, Checks, and Deposits**

#### **Section 1**

Contracts: The Board may authorize any officer or officers, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

#### **Section 2**

Loans: No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

#### **Section 3**

Loans to Officers and Directors: No loan shall be made by the corporation to its officers or directors.

#### **Section 4**

Checks, Drafts, etc.: All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers of the corporation and in such as is from time to time determined by resolution of the Board.

#### **Section 5**

Deposits: All funds of the corporation not otherwise employed shall be deposited as the Board may direct to the credit of the corporation.

## **ARTICLE VIII**

### **Books and Records**

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Board; and shall keep at its principal place of business a record of the Board, including the names and addresses of all directors.

## **ARTICLE IX**

### **Seal**

The seal of the corporation, should one be instituted, shall consist of the name of the corporation, the state of incorporation and year of incorporation.

## **ARTICLE X**

### **Indemnification**

To the full extent permitted by the Washington Nonprofit Corporation Act, the corporation shall indemnify against actually and reasonably incurred expenses (including attorneys' fees), judgements, fines and settlement amounts paid by any person who was or is a party or is

threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or in the right of the corporation or otherwise) by reason of the fact that the person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation; and the corporation may, at any time, approve the indemnification of any other person which the corporation has the power to indemnify under the Washington Non-profit Corporation Act. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law of contract.

## **ARTICLE XI**

### **Meetings**

#### **Section 1**

PacMtn WDC shall meet on a regular basis as dictated by the press of business and not less than four (4) times a year. All meeting notices, including special meetings shall be posted on the PacMtn WDC website.

#### **Section 2**

Special meetings of PacMtn WDC may be called by the Chairperson or shall be called upon the written request of at least one third of the appointed Directors. The purpose of the meetings shall be stated in the call. At least three (3) days notice shall be given, except in emergencies in which 24 hours notice shall be required.

#### **Section 3**

A quorum will exist when at least 51 percent of the appointed Directors are present. A majority vote of those voting Directors present will be required for approving motions or adopting resolutions. The Chairperson will vote only to break a tie.

#### **Section 4**

Each regular or special meeting of PacMtn WDC shall be publicly announced and be open and accessible to the general public. The general public may be afforded the opportunity to be heard at each meeting, at a time designated by the Chairperson. Regular and special meetings may be conducted by conference call or similar methods of communication that allow comment and response by all Directors at the same time.

#### **Section 5**

PacMtn WDC meetings shall be conducted in accordance with the Open Public Meeting Act, Chapter RCW, as amended.

#### **Section 6**

Meeting notices, agendas, and background information shall be prepared and distributed to all Directors in advance of each regular and special PacMtn WDC meeting. The agenda for all regular and/or special meetings of PacMtn WDC shall be set by the Executive Committee and shall be transmitted to all Directors not less than five (5) days prior to the date of the meeting. Minutes shall be distributed prior to the next regular meeting of PacMtn WDC and shall be maintained by the Corporation.

### **Section 7**

Action may be taken by email or correspondence in lieu of a vote at a meeting if all Directors sign or email a written consent to the corporate action and a record of such consents is kept and posted to the publicly accessible portion of the Corporations website.

## **ARTICLE XII**

### **Committees**

#### **Section 1**

PacMtn WDC shall have the following standing Committees of the Board: an Executive-Finance Committee and Youth Committee. Committee members shall be appointed for staggered two-year terms.

#### **Section 2**

Executive-Finance Committee: The purpose of the Executive-Finance Committee is to direct and manage the activities, as well as, development of financial policies and budgets of PacMtn WDC. The Immediate Past Chair may serve in an ex-officio capacity for a period of two years. The Consortium Board Chair shall serve and be recognized as a non-voting member of the Executive-Finance Committee. The duties of the Committee are to:

1. Act on appropriate fiscal and/or policy issues on the behalf of PacMtn WDC;
2. Act on behalf of the full council between regularly scheduled Council meetings, as directed by PacMtn WDC;
3. Recruit, select and hire the Chief Executive Officer,
4. Establish accountabilities and conduct an annual evaluation of the Chief Executive Officer,
5. Develop the Agreement between the Pacific Mountain Workforce Consortium and PacMtn WDC for approval by PacMtn WDC; and
6. Recommend policies related to the business practices of PacMtn WDC to the Board.
7. Develop an annual budget for PacMtn WDC; to be approved by the Board.
8. Monitor the cash flow and budget status and propose budget amendments as needed.
9. Oversee the annual financial audit of PacMtn WDC.
10. Propose financial policies to PacMtn WDC.

The members of the Executive Finance Committee shall be officers of the corporation and the Chairperson of Standing Committees and assigned Task Forces. The majority of the Executive-Finance Committee will be representatives of the private sector. The Committee's membership shall be appointed to assure that it includes not only the designated representatives but also at least one member from each county in the PacMtn WDC region.

#### **Section 3**

Youth Services Committee: The purpose of the Youth Services Committee is to direct and manage activities that provide and expand services to youth in poverty and support experiences for all youth that increase their exposure to the world of work, including work experiences. The duties of the Committee are to:

1. Develop the portions of the local plan relating to eligible youth.
2. Recommend eligible providers of youth activities.
3. Coordinate youth activities that are authorized by WIOA.
4. Other duties as assigned by the PacMtn WDC Board.

The members of the Youth Services Committee shall be chaired by a member of PacMtn WDC. Membership shall include no more than three representatives from each of the following stakeholders:

- Business/Employers who represent in-demand industries and occupations and those who hire youth or are connected to other businesses that hire youth
- Social Service agencies and clubs, including those that represent disabled populations
- Youth development practitioners, including one or more educators
- A delegate from the regional Alliance of Youth
- A Labor Representative

Subject to the wishes of the Youth Services Committee Chair and as logistics allow, two youth representatives shall be encouraged to participate fully in the Committee discussions and cast “advisory” ballots. One youth participant should ideally, but not required, be a WIOA program participant. The Committee’s membership shall be appointed to assure that it includes not only designated representatives but also at least one member from each county in the PacMtn WDC region.

#### **Section 4**

**Ad-Hoc Task Forces:** The purpose of Ad-Hoc Task Forces is to establish a workgroup chaired by a member of the Board and comprised of regional subject matter experts in specified areas of knowledge and practice brought together to accomplish specified objectives. Such external members shall enjoy all the rights and membership on the Ad Hoc Committee, such as voting and reimbursement of business-related expenses. Task Forces shall be chartered and reviewed on a biannual basis. Task Forces may include:

1. One-Stop and Program Operations Task Force - providing recommendation and guidance of the One-Stop System, and activities related to service delivery and programs.
2. Industry Sector and Employer Services Task Force - providing recommendation and guidance of initiatives specific to industry and employer services. They are also directly sought for matters related to One-Stop, Program and Special Populations.

3. Special and Targeted Populations Task Force - providing recommendation and guidance of planning and programming related to people with disabilities and other populations for which the Board desires specific and focused attention.
4. Other Task Forces as Needed - providing recommendation and guidance for which the Board desires specific and focused attention.

### **Section 5**

A quorum on any committee will exist when at least 51 percent of the committee membership is present. A quorum is not required to complete assignments, but can be cited to support actions and describe intent.

### **ARTICLE XIV** **Conduct of Meetings**

Robert's Rule of Order shall govern the conduct of the meetings of PacMtn WDC, but the Council shall strive for full discussion and consensus. The Chair may appoint individuals who can assist with process and the orderly conduct of meetings.

### **ARTICLE XV** **Amendment of Bylaws**

#### **Section 1**

These Bylaws may be amended at any regular or special meeting of PacMtn WDC provided that any proposed amendment shall be acted upon in advance by the Executive Committee and shall be submitted in writing to the Directors at least 30 days prior to the regular or special meeting of PacMtn WDC.

#### **Section 2**

An amendment to the Bylaws shall take effect immediately upon its adoption unless the motion to adopt specifies another time for its becoming effective, or PacMtn WDC has set such a time by a previously adopted motion.

The foregoing Bylaws were adopted by the Directors on this day 25th of the month of June, 2015.



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PacMtn WDC Board Chair



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PacMtn WDC Board Secretary/Treasurer

Amended October 2015

**AGREEMENT**  
**Between**  
**PACIFIC MOUNTAIN WORKFORCE CONSORTIUM**  
**And**  
**PACIFIC MOUNTAIN WORKFORCE DEVELOPMENT COUNCIL**

The Pacific Mountain Workforce Consortium of Grays Harbor, Lewis, Mason, Pacific, and Thurston Counties, formed under RCW 39.34 Interlocal Cooperation Act, is responsible for delivery of workforce development programs as outlined in the Interlocal Agreement of 2016. These workforce development activities will be funded in part, by the Workforce Innovation and Opportunity Act of 2014 (WIOA) or subsequent federal employment and training legislation.

The Consortium intends that the Pacific Mountain Workforce Development Council (“the Council”), a 501(c)(3) not-for-profit corporation of the State of Washington, shall be certified by the Governor of the State of Washington as the local workforce development council for the Consortium and shall be designated by this Agreement as the local grant recipient and fiscal agent for Workforce Innovation and Opportunity Act funds, acting on behalf of the five Counties, in accordance with Section 107 of the Act. Should the Council become decertified for any reason, this agreement will terminate immediately.

The Consortium retains the right in its sole discretion to withdraw the designation of the Pacific Mountain Workforce Development Council as the local grant recipient and fiscal agent if the Consortium determines that a breach of this designation has occurred and the Consortium has exercised due process to resolve the matter formally by following Section E: Disputes. Upon such withdrawal, the Consortium shall assume all duties of the Pacific Workforce Development Council as the WIOA compliant local grant recipient and fiscal agent and until such time as it designates another entity to act on behalf of the Consortium, and the Consortium shall indemnify and hold harmless the Pacific Mountain Workforce Development Council for the Consortium’s negligent acts or omissions after the effective date of withdrawal.

The Council membership includes at least three appointed representatives from each of the Counties and regional representatives appointed by the Consortium and follows the provisions of the Workforce Innovation and Opportunity Act and any successor legislation.

Should the Council become decertified or designation be withdrawn under this agreement, all assets will become the property of the Consortium unless the parties agree otherwise. Assets to be transferred are identified in Attachment A.

This Agreement between the Pacific Mountain Workforce Consortium and the Pacific Mountain Workforce Development Council shall take effect January 1, 2017 and remain in effect until one of the parties terminates pursuant to the provisions of Section F below.

The Consortium of the five-Counties designates the Pacific Workforce Development Council as the local grant recipient and fiscal agent for Workforce Innovation and Opportunity Act funds in accordance with Section 117(d)(3)(B) of the Act, acting on behalf of the five-Counties. The

Consortium Board shall carry out the responsibilities of the role of Chief Elected Official according to the Act.

**The parties agree as follows:**

**A. The Pacific Mountain Workforce Development Council will:**

1. Develop policies 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; assure that any contract awards or personnel actions do not create any appearance or actual conflict of interest for any member of the Council. Conflict of interest is defined as actual or appearance of any situation in which an individual or corporation (either private or governmental) is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
2. Perform all functions assigned by Workforce Innovation and Opportunity Act to the local grant recipient and fiscal agent and implement the Strategic Plan. The Council will report at least twice each year to the Consortium Board on progress in carrying out these duties.
3. Maintain accounting systems for grant awards pursuant to the Act and other funds intended to be used for workforce development programs;
4. Obtain commercial liability insurance, errors and omissions coverage, and other insurance coverage appropriate to the organization that is acceptable to the Consortium Board;
5. Employ staff pursuant to Council Personnel Rules and any applicable bargaining unit contracts to deliver programs of Workforce Development activities. Staff will deliver programs on behalf of the Council according to the Strategic Plan and budget;
6. Assure that funds and programs are allocated in accordance to the rules established by the U.S. Department of Labor and approved by the Governor of the State of Washington.
7. Negotiate and award contracts in accordance with federal and state contracting requirements to implement workforce development programs and the strategic plans and policies. Manage contracts and grants and report to funding sources as required.
8. Assist the Governor in the development of a statewide employment statistics system.
9. Comply with all requirements of funding sources per Contracts. Make records available upon request.
10. Conduct and document oversight activities of local programs and monitor program operations and performance at least yearly. Oversight and monitoring documentation will

be available for inspection by County representatives' party to the Interlocal Agreement upon notice by the County representatives(s);

11. Coordinate the workforce activities carried out within the five-county area with economic development strategies of the area;
12. Develop strong linkages with employers across the five-County area. Linkages may be supported through activities including connecting, brokering, and coaching activities specific to employer groups or geographic areas.
13. Maintain appropriate and necessary committees and task forces to carry out the policy level oversight of the Council's work to ensure involvement and leadership by business and the community.
14. Establish expectation and protocol for County specific representatives and others as appropriate to semi-annually meet with their County Commissions to update them on activities and accomplishments of the Council.

**B. The Pacific Mountain Workforce Consortium will:**

1. Appoint one County Commissioner and alternate member to a Consortium Board;
2. Designate the Consortium Board to act as Chief Elected Official;
3. Appoint Workforce Development Council members, at least three representatives from each County, a majority to be representative of private business;
4. Appoint the Consortium Board Chair to serve and be recognized as a non-voting member of the Executive-Finance Committee. The purpose of the Executive-Finance Committee is to oversee implementation of operational activities, develop financial policies and budgets of PacMtn WDC.
5. Continue to assume the federally required fiduciary liability for Workforce Innovation and Opportunity Act funds.

**C. The Workforce Development Council AND the Pacific Mountain Workforce Consortium will together:**

1. Develop a Strategic Plan pursuant to criteria established by US Department of Labor, Washington State Workforce Training and Education Coordinating Board, and the Employment Security Department.

2. Conduct an annual, joint meeting of the Consortium and Council for the purposes of reporting, updating, and coordinating regional activities; Annual reports will include, at a minimum:
  - a. Strategic and operational plan accomplishments and updates;
  - b. Review of performance by one-stop operator, youth, employment and training programs;
  - c. Financial report;
  - d. Audit report;
  - e. Program evaluation;
  - f. Program goals and policies;
  - g. Program performance related to state and local performance measures.
  
3. Every four years develop and approve a Strategic Plan. This plan will direct budget and staffing decisions to carry out the purpose and intent of the PacMtn WDC:
  - a. The Strategic Plan will include goals, policies and performance measures for workforce development programs in the five-County region.
  - b. This plan will be submitted to the Consortium Board no later than July 1 of each year.
  - c. This plan will:
    - i. Designate one-stop operators;
    - ii. Identify eligible providers of youth activities;
    - iii. Identify eligible training providers for adult and dislocated workers;
    - iv. Other details as necessary to carry out the Strategic Plan.
  
4. Develop a preliminary budget, no later than July 1 of each year, in accordance with the Operational Plan, for purposes of carrying out the duties of the Council. Adoption of final budget will occur no later than December 31<sup>st</sup>. Assure that all revenues and expenditures are tracked and audited each year and such records are available for inspection upon request. Budget revenues and expenditures will be tracked according to the Budget Accounting and Reporting Systems (BARS).

**D. Indemnification and Insurance:**

1. The Consortium assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the PMWDC, any of its employees, or any other person or entity by reason of this designation, except as set forth herein regarding withdrawal of designation. The PMWDC shall protect, defend, indemnify, and save harmless the Counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston and any of their officers, agents, and employees from and against any and all claims, cost, or losses whatsoever occurring or resulting from: (1) the PMWDC's failure to pay any such compensation, wages, benefits, or taxes, or (2) the supplying to the PMWDC of work, services, materials, or supplies by any council employees or other suppliers in connection with or support of the performance under this designation, except as set forth herein regarding withdrawal of designation.
  
2. The PMWDC is financially responsible for and, following an audit exception, shall repay the Consortium all amounts indicated therein that the Consortium is required to pay due to

negligence, intentional act, or failure, for any reason, of the PMWDC, its officers, employees, agents, or representatives to comply with the conditions of this Agreement, the WIA or any rules or regulation promulgated there under. This duty to repay the Consortium shall not be diminished or extinguished by the expiration or prior termination of this Agreement.

3. The PMWDC shall protect, defend, indemnify, and save harmless the Consortium, the Counties, and their respective officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of, or in any way resulting from, any negligent acts or omissions of the PMWDC or any of its officers, employees, or agents under this designation, except as set forth herein regarding withdrawal of designation. The PMWDC, after mutual negotiation with the Consortium will consider entering into a separate agreement that waives, as respects the Consortium and the Counties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Consortium or Counties incur any judgment, award, or cost, including attorneys' fees to enforce the provisions of this article, and all such fees, expenses, and costs shall be recoverable from the PMWDC.
4. Claims shall include, but not be limited to, assertions that use of transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.
5. The PMWDC shall procure and maintain for the duration of this designation, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of work by the PMWDC or any of its agents, representatives and employees. The Consortium shall be named as an additional insured on all policies. The PMWDC shall also require each of its subcontracts (except governmental entities such as the City, County and State) to procure and maintain similar liability insurance and to provide to the PMWDC separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with this insurance requirement. The cost of such insurance shall be paid by the PMWDC or subcontractor. The PMWDC's insurance coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the consortium.
6. The PMWDC shall furnish the Consortium with certificates of insurance and endorsements to demonstrate the acquisition and maintenance by the PMWDC and its subcontractors of the insurance coverage required under this Designation.
7. Nothing in this agreement relieves any party to this agreement from the liability imposed by the Washington Innovation and Opportunity Act Section 107 and 20 CFR 667.705 (c) as now or hereafter written.

**E. Disputes:**

1. Disputes which may arise under this Agreement shall, to the extent possible, be resolved through informal negotiation.
2. Should informal negotiations fail, a Corrective Action Plan shall be written. The Plan will be reviewed regularly for progress on resolution of the dispute.
3. Disputes which cannot be resolved after corrective action shall be resolved through binding arbitration pursuant to procedures specified in the Workforce Investment Act regulations, if applicable, or pursuant to procedures established under the Arbitration Association of American. The principals who shall be part of the dispute resolution are the Chairperson of the Workforce Development Council, or designee, the Chairperson of the Consortium Board, or designee, and a third party, neutral arbitrator, mutually agreed to by the other two principals.

**F. Termination:**

1. Any Party may terminate this agreement by giving written notice to the other party 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 notice is received and an entity has been confirmed by the Governor and State Workforce Board to carry out the aforementioned responsibilities.

**Pacific Mountain Workforce Development Council**



September 22, 2016

WDC Board Council Chairperson

Date

**Consortium Board**



September 22, 2016

Elected Official Chairperson

Date

## Publication, video and Web site consent and release agreement

**The Pacific Mountain Workforce Development Council seeks permission to use your photo, name, voice, statement, written work and/or art**

The Pacific Mountain Workforce Development Council employees and members of the public are occasionally asked to be a part of The Pacific Mountain WDC's publicity, publications, and/or public relations activities.

This signed form indicates agreement that the subject's name, picture, art, written work, voice, verbal statements and/or portraits (video or still) may appear in the department's publications, videos and/or Web site. These images may or may not personally identify the subject. The subject also agrees that:

- No money shall be paid.
- Consent and release have been given willingly.
- The name, picture, art, written work, voice, verbal statements, portraits (video or still) may be used in the future.

The Pacific Mountain Workforce Development Council agrees that the subject's name, picture, art, written work, voice, verbal statements and/or portraits (video or still) shall be used only for public relations, public information, event or project promotion, publicity and instruction.

If the subject or, in the case of a minor child, parent or guardian wish to rescind this agreement, he or she may do so at any time with written notice.

### Agreement

I authorize the Pacific Mountain Workforce Development Council to use my name, voice, verbal statements, and/or any photographs, film, digital recording or videotape that may contain my likeness, for publicity or informational purposes. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast, posting on the Pacific Mountain Workforce Development Council's website, and/or other non-profit use and distribution of such photographs for purposes deemed suitable by the Pacific Mountain , unless I make my wishes to the contrary known. I understand that my image or information that I provide may be used without my review.

**Release agreement**

\_\_\_\_\_  
Subject (print name)

\_\_\_\_\_  
Signature of subject

**Please sign here**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone number

***If subject is a minor child (less than 18 years old), complete the following section.***

\_\_\_\_\_  
Guardian (print name)

\_\_\_\_\_  
Signature of guardian

**Please complete this section for minors**

\_\_\_\_\_  
Minor (print name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone number