



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES
Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

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January 7th, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Partnership Agreement with the
Clackamas Workforce Partnership (CWP)

Purpose/Outcomes	Revised Partnership Agreement
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	This agreement shall take effect when authorized by CWP and CCBC. Any of the parties may withdraw from this Agreement by giving advance written termination notice to the other parties on or before December 31 st . Termination shall be effective at midnight of the following June 30 th , the end of the workforce program year. This agreement shall remain in effect until terminated by either party in accordance with this paragraph.
Previous Board Action/Review	12/15/15: Study Session was held and the Clackamas Workforce Partnership provided the BCC with an annual report along which included a review of the Partnership Agreement.
Contact Person	Cindy Hagen, Business & Economic Development – BCS 503-742-4328

BACKGROUND:

The Clackamas Workforce Partnership board has been identified by the BCC as the Clackamas workforce area's fiscal agent and administrative entity. The Clackamas Workforce Partnership is a 501 (c) 3 organization governed by a board of directors responsible for developing policy and overseeing local workforce development initiatives in partnership with the BCC. To date this work has been guided by a Memorandum of Agreement which is set to expire on December 31st, 2015.

The attached Partnership Agreement replaces the Memorandum of Agreement and is updated with the new federal guidelines as required by the Workforce Innovation and Opportunity Act of 2014.

The Partnership Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Partnership Agreement with the Clackamas Workforce Partnership.

Respectfully submitted,

Gary Barth, Director
Business & Community Services

**Partnership Agreement
Between the
Clackamas Workforce Partnership and the
Clackamas County Board of County Commissioners**

November, 2015

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

1. Parties

This Agreement is between the Workforce Investment Council of Clackamas County DBA Clackamas Workforce Partnership (CWP) and the Clackamas County Board of County Commissioners (CCBCC), hereinafter collectively referred to as the "parties."

This replaces and supersedes the Memorandum of Agreement dated February 6, 2015.

2. Clackamas Workforce Partnership Responsibilities

CWP shall:

- A. Perform workforce board duties as required by the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), the State of Oregon, Federal and State of Oregon grant agreements, other applicable Federal, State and local laws, rules and agreements and this Partnership Agreement;
- B. Remain a nonprofit Oregon corporation in good standing with Federal tax exempt status;
- C. Serve as the Clackamas workforce area's fiscal agent and administrative entity as designated by the CCBCC;
- D. Develop the annual budget, subject to the approval of CCBCC;
- E. Establish standards for and oversee the Clackamas workforce system, subject to the terms of a Memorandum of Understanding ("MOU") executed with partner agencies;
- F. Develop and approve the Clackamas workforce area's strategic workforce plan for submission to the Governor;
- G. Deliver an annual report on activities during the preceding year;
- H. Purchase insurance; to the extent it is available, to reasonably cover risks and liabilities;
- I. Solicit and accept public and private funds;
- J. Maintain strong linkages with private industry, local governments, and local educational and economic development agencies;
- K. Procure and award workforce area contracts make purchases and enter into leases as authorized by the budget;
- L. Maintain a system to hear and resolve grievances and complaints brought by customers and other interested parties;
- M. Furnish copies of audit reports to the CCBCC;
- N. Comply with all applicable Federal, State and local laws, rules, policies and procedures;

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Commissioners**

- O. Establish and maintain an audit committee and maintain as a member the county employee described in section 3G. The audit committee shall prepare or supervise the preparation of all financial statements and other official financial information provided to the public; design and implement systems of internal controls to ensure CWP compliance with applicable laws, policies and procedures and appropriate risk management measures; facilitate an annual independent audit process, including engaging an independent certified public accountant and receiving all reports from the accountant; and issue an RFP for audit services every three to five years using federal procurement guidelines.
- P. Have authority to administer job-training/workforce development programs and services not limited to those services authorized by WIOA, and may receive any available funds that are unrelated to WIOA.
- Q. In the event liability for CWP workforce expenditures or operations occurs, the following priorities shall apply:
 - i. First Priority: CWP shall attempt to recover funds from the contractor, agent for third party causing the liability;
 - ii. Second Priority: CWP shall attempt to recover funds from an insurance carrier or bond issuer;
 - iii. Third Priority: CWP shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
 - iv. Fourth Priority: CWP shall repay the liability utilizing the contingency fund established for this purpose.
 - v. Final Priority: As a last resort and only to the extent required by the WIOA or other federal or state law, County shall repay any otherwise unpaid liability.
- R. CWP will indemnify and hold the CCBCC members and officers harmless from all liability resulting from their CCBCC service, to the extent allowed by law and permitted by the terms of the grants administered by CWP;
- S. Adopt and amend bylaws, which shall be consistent with this agreement and subject to review and approved by CCBCC; and,
- T. Appoint the Clackamas Workforce Partnership's Board of Directors.

3. CCBCC Responsibilities

CCBCC shall:

- A. Appoint CWP Board members;
- B. Identify one Commissioner to operate as ex-officio on the CWP Board and Executive Committee;

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Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

- C. Review and approve the Clackamas workforce area's strategic workforce plan for submission to the governor;
- D. Designate the fiscal agent and administrative entity of the workforce area;
- E. Provide oversight of CWP Bylaws;
- F. Perform oversight and other responsibilities assigned to local elected officials pursuant to WIOA, State of Oregon laws, policies and grant agreements;
- G. Provide one employee of County with expertise and experience in WIOA grant accounting and administration to serve on the CWP audit committee; and,
- H. Have annual oversight and agreement of the CWP annual budget.

4. Dispute Resolution

If a dispute arises among the parties, the CWP Board and the CCBCB shall each select two members to meet and attempt to resolve the dispute. The meeting shall be chaired by a neutral party who may be a hearing officer selected by the Oregon Employment Department. The neutral chair may make a motion and call for a vote if a mutually agreed upon resolution cannot be reached and the neutral chair shall, in the case of a deadlock, cast the deciding vote. The decision shall be binding upon the CWP Board and CCBCB.

5. Rebranding

The CWP and CCBCB may elect to "rebrand" by changing their names. Any such change shall not invalidate this agreement and shall merely serve to substitute the new name for the name contained in this agreement.

6. Duration

This agreement shall take effect when authorized by CWP and CCBCB. Any of the parties may withdraw from this Agreement by giving advance written termination notice to the other parties on or before December 31st. Termination shall be effective at midnight of the following June 30th, the end of the workforce program year. This agreement shall remain in effect until terminated by either party in accordance with this paragraph.

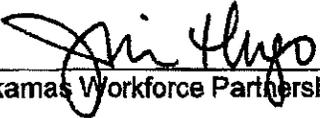
7. Amendment

Any amendment to this agreement must be in writing signed by both parties and must make specific references to this agreement. Upon the request of either party, the parties shall enter into discussions with the other concerning amendment to this agreement.

SIGNATURES

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

The parties agree to each of the terms of this Agreement by signing below.


Clackamas Workforce Partnership Board President 12/17/2015
Date

Clackamas County Board of County Commissioners Chair Date