

# CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

## Policy Session Worksheet

**Presentation Date:** July 20, 2021    **Approx Start Time:** 2:30pm    **Approx Length:** 30 mins

**Presentation Title:** Clackamas Workforce Partnership (CWP) Budget & Strategic Plan update

**Department:** Business and Community Services (BCS)

**Presenters:**     Cindy Moore, Economic Development Coordinator, BCS  
                         Bridget Dazey, Executive Director, Clackamas Workforce Partnership  
                         David Green, Citizens Bank / Chairman of the Board (CWP)

**Other Invitees:** None

### **WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?**

- 1) Accept annual CWP budget presentation and strategic plan update
- 2) Approve placement of the Infrastructure Funding Agreement (IFA) on the Board's consent agenda for execution.

### **EXECUTIVE SUMMARY:**

The Clackamas Workforce Partnership as outlined in the Partnership Agreement (see attached) with Clackamas County, provides an annual budget presentation to the Board of County Commissioners. For a number of years CWP has operated independently of the County but has close ties to County goals and programs. This policy session serves as the mechanism for CWP to provide the annual budget presentation to the BCC.

CWP has also completed their Strategic Plan and will be sharing this document with the BCC as part of this policy session.

The federal Workforce Innovation and Opportunity Act (WIOA) requires that the Local Workforce Development Board (Clackamas Workforce Partnership - CWP), the chief elected official (currently Chair Tootie Smith for Clackamas County), and service-providers in our local "One-Stop Center" (WorkSource Clackamas) enter into an Infrastructure Funding Agreement (IFA) providing for allocation of the Center's infrastructure costs. In 2019, Oregon's Local Workforce Development Boards received a Department of Justice approved template to use to structure our agreement. Cost sharing is divvied up among partners and is determined by their presence in the local center (full-time, part-time, and drop-in use of work space). The IFA ensures all service providers housed in or making use of the local WorkSource Center contribute to the costs of facilities upkeep, technology, shared resources, and programmatic supplies, etc. The IFA helps ensure unified service delivery among the various entities operating under the WorkSource Clackamas umbrella. CWP requests Board approval to place the IFA on a future business meeting agenda for approval.

### **FINANCIAL IMPLICATIONS (current year and ongoing):**

**Is this item in your current budget?**      YES      NO

### **What is the cost?**

Per the Partnership Agreement (Section 3):

*D. Designate the fiscal agent and administrative entity of the workforce area;*

- *(Done – BCC has already designated CWP as the fiscal agent)*

*G. Provide one employee of County with expertise and experience in WIOA grant accounting and administration to serve on the CWP audit committee; and,*

- *(This action is already being handled by the County Finance Department)*

*H. Have annual oversight and agreement of the CWP annual budget. (Ongoing activity) No County resources are required for the IFA.*

### **What are the funding sources?**

Sources and uses of funds for the Clackamas Workforce Partnership are included in the presentation.

### **STRATEGIC PLAN ALIGNMENT:**

- **How does this item align with your Department's Strategic Business Plan goals?**  
The important work of the Clackamas Workforce Partnership paired with the training programs delivered by their partners aligns with the below referenced BCS Performance Clackamas Strategic Plan goal. Workforce development programs delivered across the County will allow the opportunity for employers to have a higher likelihood of finding an adequately-trained workforce and for job seekers to be ready for employment opportunities and/or advancements.  
Goal: By 2024, 80% of employers within targeted clusters surveyed will report that an adequately-trained workforce is available to fill their family wage jobs.
- **How does this item align with the County's Performance Clackamas goals?**  
The delivery of this budget update by the Clackamas Workforce Partnership aligns with the Board's strategic priority of Building Public Trust through Good Government by providing a transparent review of CWP's funding sources, as well the goal to *Grow a Vibrant Economy*, by supporting workforce development efforts as offered by CWP.

### **LEGAL/POLICY REQUIREMENTS:**

See attached Partnership Agreement and IFA.

### **PUBLIC/GOVERNMENTAL PARTICIPATION:**

Clackamas County and the Clackamas Workforce Partnership have close ties with the County's goals and programs.

### **OPTIONS:**

Action 1)

- Option 1: Accept annual CWP budget presentation and strategic plan update
- Option 2: Request clarification or additional information on the annual CWP budget presentation and strategic plan update
- Option 3: Do not accept annual CWP budget presentation or strategic plan update

Action 2)

- Option 1: Approve placement of the Infrastructure Funding Agreement (IFA) on the Board's consent agenda for execution

- Option 2: Request clarification on the Infrastructure Funding Agreement, prior to placing it on the consent agenda for Board's execution.
- Option 3: Decline placement of the Infrastructure Funding Agreement on the Board's Consent agenda for execution

**RECOMMENDATION:**

Action 1) – Staff requests option 1, Accept annual CWP budget presentation and strategic plan update

Action 2) – Staff requests option 1, Approve placement of the Infrastructure Funding Agreement (IFA) on the Board's consent agenda for execution

**ATTACHMENTS:**

- CWP Budget Memo
- CWP Budget FY 21/22
- PowerPoint presentation – CWP 2021/2022 Budget
- Partnership Agreement between Clackamas County and the Clackamas Workforce Partnership
- Infrastructure and Additional Shared Cost Funding Agreement (IFA)

**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_

Department Director/Head Approval \_\_\_\_\_

County Administrator Approval \_\_\_\_\_



For information on this issue or copies of attachments,  
please contact Cindy Moore, Business & Community Services, [cmoore@clackamas.us](mailto:cmoore@clackamas.us)



June 22, 2021

To: Clackamas County Board of County Commissioners  
RE: Budget for Fiscal Year 2020-21

Attached for your review is a budget for the July 1, 2021 – June 30, 2022 fiscal year. This budget has been reviewed and approved by the CWP Executive Committee and full Board of Directors.

#### Budget Notes

1. 76% of total planned expenditures goes directly into the community through contracts with direct service providers and the One-Stop Operator.
2. Overall, the budget is increased \$384,210 for all funds, a 9% increase from the current year budget.
3. New WIOA formula allocations increased 17% from the current year.
4. WIOA formula expenditures make up 49% of the budget, with another 32% from one-time National Dislocated Worker COVID and Wildfire Disaster grants.
5. CWP has \$1,142,851 in awarded funds designated for future periods, including future years of multi-year state grants, and \$282,294 WIOA carry forward funds.

Respectfully submitted

Bridget Dazey, Executive Director  
David Green, Board Chair



**Clackamas Workforce Partnership  
Budget July 2021 - June 2022**

<b>REVENUE PROJECTION:</b>		
WIOA Formula: Adult, Dislocated Worker, Youth	\$ 2,180,257	49%
DOL Disaster/COVID/Wildfire Grants	\$ 1,407,224	32%
Other State, Federal & Local Grants	\$ 843,712	19%
<b>TOTAL REVENUE PROJECTION</b>	<b>\$ 4,431,193</b>	
<b>PLANNED EXPENSES:</b>		
Adult & Dislocated Workers Service Providers	\$ 2,782,669	
Youth Service Providers	\$ 569,200	
One Stop Operator	\$ 15,000	
<b>TOTAL PROGRAM SERVICES</b>	<b>\$ 3,366,869</b>	<b>76.0%</b>
Personnel	\$ 845,336	19.1%
Travel & Mileage	\$ 4,050	0.1%
Board & Staff Development	\$ 4,500	0.1%
Professional Services	\$ 106,867	2.4%
Sector Projects	\$ 4,500	0.1%
Office expenses	\$ 35,662	0.8%
Worksource Clackamas Rental & Operating	\$ 9,421	0.2%
CWP Space Rental	\$ 36,960	0.8%
Memberships & Fees	\$ 17,028	0.4%
<b>TOTAL PLANNED EXPENSES</b>	<b>\$ 4,431,193</b>	

# Clackamas Workforce Partnership

Board of County Commissioners  
Presentation on the  
2021-2024 Strategic Plan &  
2021-2022 Budget



# 13 Functions of a WIOA Board

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**Definition of a Workforce Board:** Through public-private partnerships, we attract funding to help local businesses proactively address a key challenge to their success—a skilled, competitive workforce. As a convener of public-private partnerships, we oversee the public workforce system in Clackamas County. Our work is to help our system work better on behalf of all of our customers.

Develop a Local Plan

Regional Research & Labor Market Analysis

Convening, Brokering, Leveraging

Promote Employer Engagement

Career & Pathways Development

Prove & Promising Practices

Technology

Program Oversight

Negotiation of Local Performance

Selection of Operators & Providers

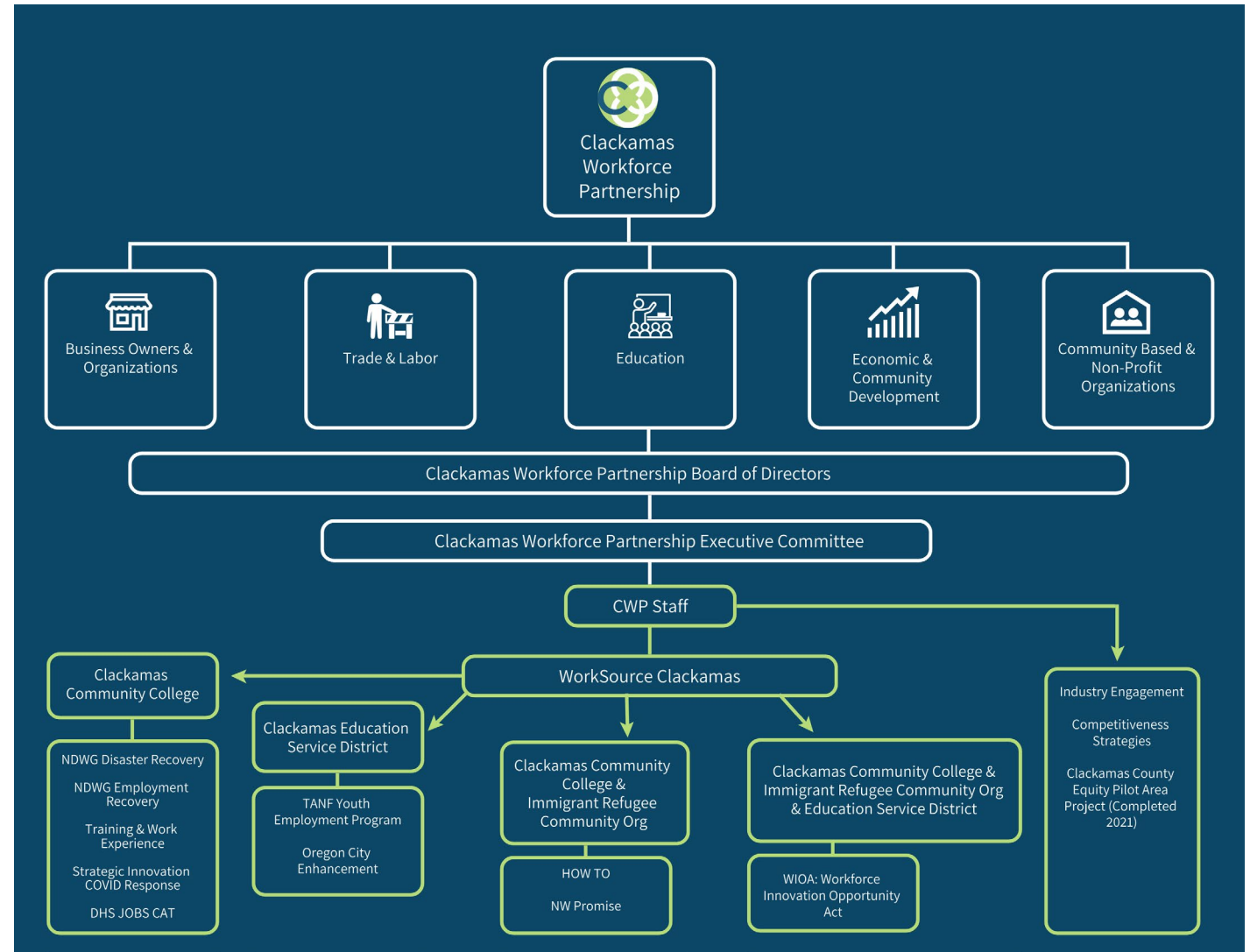
Coordination with Education Providers

Budget & Administration

Accessibility for Individuals with Disabilities

# Sources & Uses, Current Funding

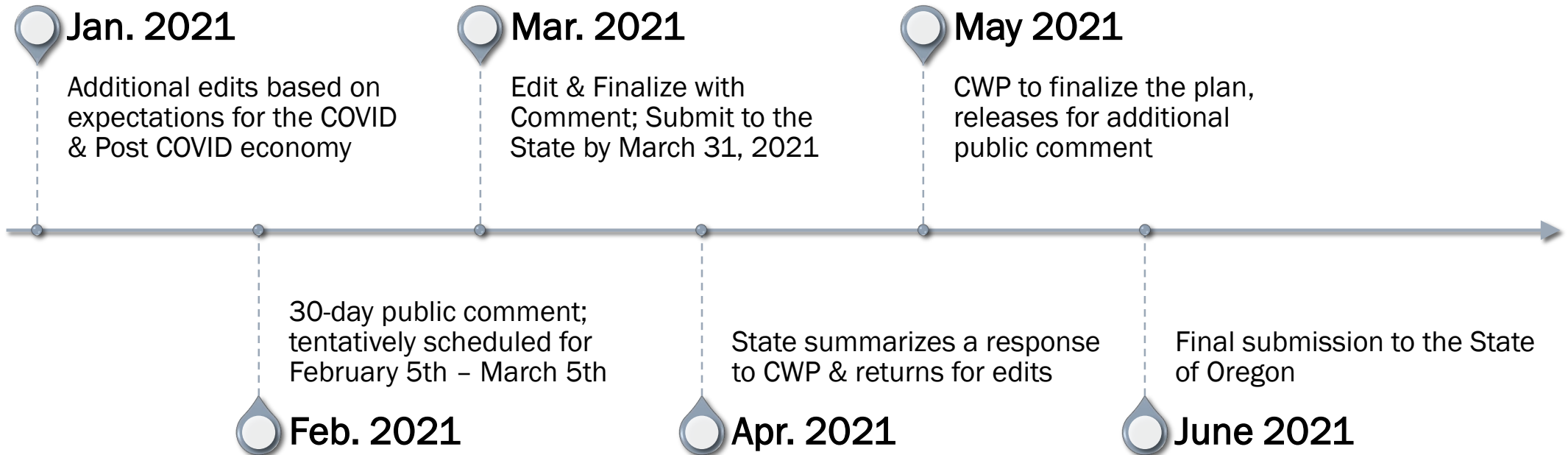
- Sector Strategies
- Board of Director & Executive Committee
- Staff
- WorkSource Clackamas
- Infrastructure Agreement (IFA) 2021





# 2021-2024 Strategic Plan

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# Mission, Vision & Values

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**Mission:** Address critical workforce challenges that meet the need of business and strengthens the local economy of Clackamas County.

**Vision:** Clackamas County thrives with a skilled workforce that creates sustained economic prosperity for existing and new business.

**Values:**

- **Collaborative** – We convene all stakeholders and are full present in our community
- **Responsive** – We convene all stakeholders and are full present in our community
- **Solutions-Oriented** – We seek out proactive answer and act to solve the challenges people and businesses face
- **Equitable** – We advance access and full inclusion for all

A copy of the entire report can be found on our website at <https://www.clackamasworkforce.org/reports/>

# 2021-2024 Strategic Goals: People

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**PEOPLE:** Ensure that all people are competitive in the 21<sup>st</sup> century economy, reach their full potential and meet their employment needs



**BUSINESS:** Align public and industry partners to enhance workforce recruitment, retention and advancement



**SYSTEM AWARENESS & ALIGNMENT:** Create a workforce ecosystem with public-private partnerships of business, education and community-based organizations that actively invest in systems change



# Priority Populations

WIOA Mandated & Additional populations identified through board and local engagement

## WIOA Mandated:

- Veterans
- People with disabilities
- Benefit recipients
- Low-income
- Adult basic skills-deficient

## Additional Populations identified:

- BIPOC Communities (Black, Indigenous, and People of Color)
- Families living in Poverty
- English Language Learners/Limited ENG Proficiency
- Individuals with Background Issues / Justice-Involved
- Long-Term Unemployment
- Youth and Young Adults (16-24)
- Rural Communities
- Women
- LGBTQ+, Trans, and Nonbinary Communities
- People age 55 or older

# Budget & Narrative

Budget for the July 1, 2021 – July 30, 2022, fiscal year.

Budget has been reviewed and approved by the CWP Executive Committee and the full Board of Directors.

Please refer to the **Budget Notes** in your Board Packet for more information

## Clackamas Workforce Partnership Budget July 2021 - June 2022

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# Clackamas County

## Construction Career Pathway Program (C2P2) Update

Current: \$50,000 County Investment

7 of 8 participants have completed  
the enrollment process

Continued funding at the same or  
higher levels would benefit from:

- More time spent on recruitment
- Higher enrollment
- Additional financial support to participants



# Thank You!

## What questions do you have for us?

Bridget Dazey, Executive Director  
Clackamas Workforce Partnership  
[bridget.dazey@clackamasworkforce.org](mailto:bridget.dazey@clackamasworkforce.org)

David Green, CWP Board Chair  
Citizen's Bank  
[dgreen@citizensebank.com](mailto:dgreen@citizensebank.com)

## Opportunities Ahead in 2021-2022

Construction Careers Pathways Project (C2P2)

Workforce Innovation and Opportunities Act (WIOA)  
Reauthorization

Funds from State and Federal partners + Increasing coordination

Supportive Housing Services

Necessary Systems Change

68

**RECORDING MEMO**

New Agreement/Contract X
Amendment/Change Order Original Number
Policy, Reports

ORIGINATING COUNTY

DEPARTMENT:

BCS – Economic Development

PURCHASING FOR:

OTHER PARTY TO

CONTRACT/AGREEMENT:

Clackamas Workforce Partnership

BOARD AGENDA DATE:

01/07/2016

AGENDA ITEM NUMBER:

13.1.

PURPOSE:

Approval of an agreement Between Clackamas County and Clackamas Workforce Partnership

Please return to Lisa Meurs in BCS after recording.

Clackamas County Official Records  
Sherry Hall, County Clerk  
Commissioners' Journals  
Agreements & Contracts

**2016-0099**

01/13/2016 4:17:09 PM



**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;

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

**Partnership Agreement Between  
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 CCBCC 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 CCBCC.

**5. Rebranding**

The CWP and CCBCC 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 CCBCC. Any of the parties may withdraw from this Agreement by giving advance written termination notice to the other parties on or before December 31<sup>st</sup>. Termination shall be effective at midnight of the following June 30<sup>th</sup>, 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	1-7-16 Date E.I.

## INFRASTRUCTURE AND ADDITIONAL SHARED COST FUNDING AGREEMENT

This Infrastructure and Additional Shared Cost Funding Agreement (“**Agreement**”), effective on July 1, 2020 (the “**Effective Date**”), is entered into by and among Clackamas Workforce Partnership, an Oregon non-profit corporation, acting as the Local Workforce Development Board (the “**Local WDB**”) for Clackamas County (the “**Local Area**”), the sitting chair of the Clackamas County Board of Commissioners, the chief elected official for the Local Area (“**CEO**”), and each other party whose name and signature appears on the signature pages hereof (each, a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

**A.** The federal Workforce Innovation and Opportunity Act (the “**WIOA**”) contemplates that the Local Workforce Development Board, the chief elected official, each entity (each a “**Required One-Stop Partner**” and, collectively, the “**Required One-Stop Partners**”) that carries out a program described in Section 121(b)(1)(B) of the WIOA, and other entities, carrying out a workforce development program, that are approved by the Local Workforce Development Board and the chief elected official (the “**Other One-Stop Partners**”) (the Required One-Stop Partners and the Other One-Stop Partners, each a “**One-stop Partner**” and, collectively, the “**One-Stop Partners**”) in a local area will enter into a Memorandum of Understanding as described in Section 121(c) of the WIOA and 20 CFR 678.500 to provide for the allocation among themselves and payment of the infrastructure costs of the “**One-Stop Centers**” contemplated by the WIOA and through which the One-Stop Partners deliver their workforce development programs (the “**Programs**”).

**B.** Under 20 CFR 678.420(b)(2), the allocation of One-Stop Center infrastructure costs among the One-Stop Partners must be based on (1) each One-Stop Partners’ proportionate use and relative benefit received, (2) federal cost principles, and (3) any local administrative cost requirements in the Federal law authorizing the One-Stop Partner's program.

**C.** If the Local Workforce Development Board, the chief elected official, and the One-Stop Partners in a local area fail to enter into an agreement for the allocation and payment, among the One-stop Partners, of the infrastructure costs of the One-Stop Center in their local area, the Governor will allocate the infrastructure costs among the One-Stop Partners in accordance with the process set forth in 20 CFR 678.731.

**D.** The WIOA also contemplates that the Local Workforce Development Board, the chief elected official, and the One-Stop Partners will enter in an agreement to provide for the allocation and payment, among the One-stop Partners, of additional shared costs relating to the operation of the One-Stop Centers. These costs must include the costs of applicable career services and may include any other shared services that are authorized for and commonly provided through the One-Stop Partner Programs.

E. Under 20 CFR 678.760, the allocation of One-Stop Center operating costs among the One-Stop Partners must be based on the proportion of benefit received by each of the One-Stop Partners, consistent with applicable federal law.

F. The CEO, the Local WDB, and the One-Stop Partners party hereto (the “**Local One-Stop Partners**”), after completing their negotiations and discussions on the allocation of infrastructure costs and operating costs for the One-Stop Center in the Local Area, desire to enter into this agreement to implement their allocation arrangement and provide for payment of the One-Stop infrastructure costs and operating costs in accordance with the requirements of the WIOA and its implementing regulations.

**NOW THEREFORE**, the Parties hereby agree as follows:

## **AGREEMENT**

### **ARTICLE 1**

#### **BUDGET, ALLOCATION AND PAYMENT OF INFRASTRUCTURE COSTS**

Section 1.1 **Infrastructure Cost Budget.** The Infrastructure Cost Budget for the One-Stop Center in the Local Area for Program Year 2020 (July 1, 2020, to June 30, 2021) (an “**Infrastructure Cost Budget**”) is set forth on Exhibit A. The Parties may amend this Agreement to add Infrastructure Cost Budgets for future program years through preparation of a written Infrastructure Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Infrastructure Cost Budget shall be deemed added to Exhibit A and shall serve as the Infrastructure Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties’ rights and obligations related to infrastructure costs of the One-Stop Center in the Local Area so long as Exhibit A includes an Infrastructure Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Infrastructure Cost Budget in Exhibit A.

Section 1.2 **Infrastructure Cost Allocation.** The costs in an Infrastructure Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit B (the “**Infrastructure Cost Allocation**”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review infrastructure costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Infrastructure Cost Allocation to confirm that the infrastructure costs actually allocated to each Local One-Stop Partner are proportionate to that Local One-Stop Partner’s use of the One-Stop Center and the relative benefit received by each Local One-Stop Partner and the Local One-Stop Partner’s programs and activities. As a result of such review, the Parties shall make any necessary adjustments to the Infrastructure Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Infrastructure Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 1.3 **Infrastructure Cost Payment.**

**1.3.1 Infrastructure Cost Contributions.** No later than 30 days after the end of each calendar quarter, each Local One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Infrastructure Cost Budget that the Local One-Stop Partner made during the prior calendar quarter, any information needed from that Local One-Stop Partner to apply the Infrastructure Cost Allocation for the quarter, and supporting documentation for such in-kind contributions and cost allocation information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed, if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A Local One-Stop Partner's failure to notify the Local WDB of such in-kind contributions and cost allocation information within 45 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter.

**1.3.2 Payment of Infrastructure Costs.** No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 1.3.1, the applicable Infrastructure Cost Budget, and the Infrastructure Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total infrastructure costs incurred during the quarter, by Infrastructure Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the infrastructure costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 1.3.1. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to infrastructure costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 45 days after receipt of notification from the Local WDB of the infrastructure costs for the quarter. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to infrastructure costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

**1.3.3 Cost Overruns.** If the Local WDB anticipates that future infrastructure costs for a program year will exceed the Infrastructure Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Infrastructure Cost Budget for the year. If the Parties reach agreement on an adjusted Infrastructure Cost Budget for the year, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for the year with the adjusted Infrastructure Cost Budget for the year through execution by each of the Parties of a written adjusted Infrastructure Cost Budget for the year. Upon such execution, the adjusted Infrastructure Cost Budget for that year shall be deemed to replace the existing Infrastructure Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Infrastructure Cost Budget for a year, any cost (of a type included in the Infrastructure Cost Budget)



overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Infrastructure Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or “true up” amounts actually received or paid with the adjusted budget. The Parties intend to limit the total amount of any infrastructure cost adjustments for a year to no more than a ten percent (10%) increase to the Infrastructure Cost Budget allocation of each Local One-Stop Partner.

## **ARTICLE 2**

### **BUDGET, ALLOCATION AND PAYMENT OF ADDITIONAL SHARED COSTS**

**Section 2.1 Additional Shared Cost Budget.** The Additional Shared Cost Budget for the One-Stop Center in the Local Area for Program Year 2020 (July 1, 2020 to June 30, 2021) (an “**Additional Shared Cost Budget**”) is set forth on Exhibit C. The Parties may amend this Agreement to add Additional Shared Cost Budgets for future program years through preparation of a written Additional Shared Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Additional Shared Cost Budget shall be deemed added to Exhibit C and shall serve as the Additional Shared Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties’ rights and obligations related to additional shared costs of the One-Stop Center in the Local Area so long as Exhibit C includes an Additional Shared Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Additional Shared Cost Budget in Exhibit C.

**Section 2.2 Additional Shared Cost Allocation.** The costs in an Additional Shared Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit D (the “Additional Shared Cost Allocation”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review additional shared costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Additional Shared Cost Allocation to confirm that the additional shared costs actually allocated to each One-Stop Partner are proportionate to the benefit received by that One-Stop Partner’s use of the One-Stop Center. As a result of such review, the Parties shall make any necessary adjustments to the Additional Shared Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Additional Shared Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

#### **Section 2.3 Additional Shared Cost Payment.**

**2.3.1 Additional Shared Cost Contributions.** No later than 30 days after the end of each calendar quarter, each One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Additional Shared Cost Budget that the One-Stop Partner made during the prior calendar quarter, any information needed from that One-Stop Partner to apply the Additional Shared Cost Allocation for the quarter, and supporting documentation for such contributions and information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed,

if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A One-Stop Partner's failure to notify the Local WDB of such contributions and information within 30 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the additional shared costs for the quarter.

**2.3.2 Payment of Additional Shared Costs.** No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 2.3.1, the applicable Additional Shared Cost Budget, and the Additional Shared Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total additional shared costs incurred during the quarter, by Additional Shared Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the additional shared costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 2.3.1. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to additional shared costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 30 days after receipt of notification from the Local WDB of the additional shared costs for the quarter. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to additional shared costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

**2.3.3 Cost Overruns.** If the Local WDB anticipates that future additional shared costs for a program year will exceed the Additional Shared Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Additional Shared Cost Budget for the year. If the Parties reach agreement on an adjusted Additional Shared Cost Budget for the year, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for the year with the adjusted Additional Shared Cost Budget for the year through execution by each of the Parties of a written adjusted Additional Shared Cost Budget for the year. Upon such execution, the adjusted Additional Shared Cost Budget for that year shall be deemed to replace the existing Additional Shared Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Additional Shared Cost Budget for a year, any cost (of a type included in the Additional Shared Cost Budget) overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Additional Shared Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or "true up" amounts actually received or paid with the adjusted budget. The Parties intend to limit the

total amount of any additional shared cost adjustments for a year to no more than a ten percent (10%) increase to the Additional Shared Cost Budget allocation of each Local One-Stop Partner.

### **ARTICLE 3 CONDITIONS TO PAYMENT OBLIGATIONS**

If a Party is an agency of the State of Oregon, then such Party's payment obligations under this Agreement are conditioned on the Party receiving sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local government, then such Party's payment obligations under this Agreement are conditioned on the Party receiving from its governing body sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local workforce development board that is subject to debt limitations imposed, or expenditures or funding authorized, by law, because of its unique relationship with local governments, then such Party's obligations under this Agreement are conditioned on that Party receiving sufficient funding, appropriations or other expenditure authorizations to allow that Party, in the exercise of its reasonable administrative discretion, to make the payment.

### **ARTICLE 4 TERM AND TERMINATION**

Section 4.1 **Term.** This Agreement shall remain in effect until the earlier of (1) its termination under Sections 1.1 or 2.1 or (2) a Party's exercise of its right to terminate this Agreement under this Article 4.

Section 4.2 **Termination.** This Agreement may be terminated as follows:

4.2.1 **Notice.** A Party may terminate this Agreement effective upon 90 days advance written notice to each other Party.

4.2.2 **Non-appropriation.** A Party may terminate this Agreement effective upon written notice to each other Party, if a Party fails to receive sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, as further described in Article 3.

4.2.3 **Change in Law.** A Party may terminate this Agreement effective upon written notice to each other Party, if federal or state laws, rules, regulations or guidelines are modified or are interpreted by the Federal Grant recipient agencies in such a way that the financing of One-Stop Center infrastructure costs as contemplated by this Agreement is no longer allowable.

4.2.4 **Non-compliance.** A Party may terminate this Agreement effective upon 30 days advance written notice to each other Party, if a Party fails to comply with its obligations under this Agreement, including a failure to make a required payment, and such failure remains uncured at the end of the 30-day period.

### **ARTICLE 5**

## EFFECT OF TERMINATION

Section 5.1 **Costs Incurred.** Termination of this Agreement shall not affect a Local One-Stop Partner's responsibility under this Agreement for infrastructure costs and additional shared costs incurred prior to the date of termination. Each Local One-Stop Partner shall continue to be responsible for its allocable portion of such costs in accordance with the terms and conditions of Articles 1 and 2.

Section 5.2 **Default Cost Allocation.** Unless the Parties have entered into a successor agreement for the allocation of infrastructure costs for the One-Stop Center in the Local Area, upon termination of this Agreement, the Local WDB shall so notify the Governor and such infrastructure costs will be allocated by the Governor among the Parties in accordance with the process set forth in 20 CFR 678.730 to 750. There is no default funding allocation for additional shared costs, in the event of termination of this Agreement.

## ARTICLE 6 GENERAL

Section 6.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** Articles 5 and 6 shall survive termination of this Agreement.

Section 6.3 **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to a Party as set forth on the signature pages hereof.

Section 6.4 **Records and Inspection.** Each Local One-Stop Partner shall keep proper books of account and records on all costs in an Infrastructure Cost Budget that it incurs prior to the date of termination of this Agreement. Each Local One-Stop Partner will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of: (i) termination of this Agreement, (ii) the date that all disputes, if any, arising under this Agreement have been resolved or (iii) the period required by any applicable records retention or similar laws. Each Party will permit each other Party and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of such books of account and records. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained.

Section 6.5 **Successors and Assigns.** No Party may assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of each other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

**Section 6.6 Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Agreement must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**Section 6.7 Modification; Prior Grant Agreements; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by each Party. This Agreement reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

**Section 6.8 Validity; Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the Parties to the extent possible without the invalid provision.

**Section 6.9 Exhibits.** The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if they were fully set forth in the text hereof. If the language in an Exhibit conflicts with or is inconsistent with language not appearing in an Exhibit, the latter shall control.

**Section 6.10 Time of Essence.** Time is of the essence of this Agreement.

**Section 6.11 Relationship of the Parties.** Nothing contained in this Agreement or any acts of the Parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

**Section 6.12 No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

*Seth Lyon, L.C.S.W.*

Seth Lyon, L.C.S.W. (May 3, 2021 09:33 PDT)

Seth Lyon, District Manager  
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*Donna Lewelling*

Donna Lewelling, State Adult Basic Education Director  
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*David K. Gerstenfeld*

David K. Gerstenfeld (May 1, 2021 15:28 PDT)

David Gerstenfeld, Acting Director  
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*Bridget Dazey*

Bridget Dazey (Apr 29, 2021 12:25 PDT)

Bridget Dazey, Executive Director,  
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Tootie Smith, Chair  
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*Jill Smith*

Jill Smith, Director  
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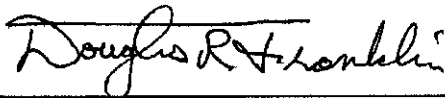
**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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For Department of Human Services – Self-Sufficiency  
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Jada Rupley, Superintendent  
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[jrupley@clackesd.k12.or.us](mailto:jrupley@clackesd.k12.or.us)



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Dacia Johnson, Executive Director  
For Oregon Commission for the Blind  
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Tyson Arnold, Center Director  
For Job Corps  
[tyson.arnold@usda.gov](mailto:tyson.arnold@usda.gov)



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Pending **Tyson Arnold** Digitally signed  
by Tyson Arnold  
Date: 2021.06.22  
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Tyson Arnold, Center Director  
For Job Corps  
[tyson.arnold@usda.gov](mailto:tyson.arnold@usda.gov)

**EXHIBIT A  
INFRASTRUCTURE COST BUDGET**

On or about July 1, 2020 we will have an MOU/IFA in place covering co-located and non-located workforce partners. The financial arrangements will be reflected in one of three ways: 1) the lease, 2) partner sharing agreements, or 3) other arrangements. These arrangements will be captured in this ever-evolving exhibit. Leases, costs and allocations change and, hopefully, our partnerships will expand and there will be a higher level of co-location over time.

In the table below, *co-located partner agreements* are listed based on their status of being in place, in process or anticipated.

L (Lease) P (PCSA) O (Other)	Party #1	Party #2	Annual Cost	Currently Executed	In Process	Expected Date	Anticipated New or Mod	Expected Date
L	Oregon Employment Dept	Clackamas Workforce Partnership	\$5277.60	X				
P	Oregon Employment Dept	Clackamas Workforce Partnership	\$4143.60	X				
<u>L</u>	<u>Oregon Employment Dept</u>	<u>Easterseals</u>	<u>\$1872.00</u>	<u>X</u>				
<u>P</u>	<u>Oregon Employment Dept</u>	<u>Easterseals</u>	<u>\$2295.60</u>	<u>X</u>				

The infrastructure costs for *non-located workforce partners (NCWPs)* were calculated through the following process:

1. Designation of a cubicle in WorkSource Clackamas as the technology nexus for NCWPs; and
2. Costing out of the cubicle - phone, equipment, network access, supplies, and square footage (see breakdown of costs below)

**NCWP Technology Nexus Cubicle Cost Breakdown**

	Cost Per	#	Monthly Total	Annual Total
Phone	27.00	1.00	27.00	324.00
Equipment	43.00	1.00	43.00	516.00
Network access (Both Printer and Computer)	8.10	2.00	16.20	194.40
Supplies	37.00	1.00	37.00	444.00
Square Footage	0.39	96.00	37.44	449.28
<b>TOTALS</b>			160.64	1927.68

**EXHIBIT B  
INFRASTRUCTURE COST ALLOCATION**

Infrastructure cost allocation is provided through the documents identified in Exhibit A for *co-located workforce partners*.

Infrastructure cost allocation for *non-colocated workforce partners (NCWPs)* is based on the number of WIOA NCWPs participating in this Infrastructure Shared Cost Funding Agreement. The allocation is calculated through the division of the cost of the Technology Nexus cubicle evenly between the NCWPs. For the year beginning July 1, 2020, there are seven (7) NCWPs with costs broken down as follows:

**Cost Allocation Per Non-colocated Workforce Partner**

NCWP	Monthly Total	Annual Total
Department of Human Services - Vocational Rehabilitation	22.95	275.38
Clackamas Education Service District	22.95	275.38
Oregon Commission for the Blind	22.95	275.38
Higher Education Coordinating Commission	22.95	275.38
Job Corps	22.95	275.38
Department of Human Services - Self-Sufficiency Programs	22.95	275.39
Housing Authority of Clackamas County	22.95	275.39
<b>TOTALS</b>	<b>160.65</b>	<b>1927.68</b>

**EXHIBIT C**  
**ADDITIONAL SHARED COST BUDGET**

Not applicable for the year beginning July 1, 2020.

**EXHIBIT D**  
**ADDITIONAL SHARED COST ALLOCATION**

Not applicable for the year beginning July 1, 2020.