

# CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

## Study Session Worksheet

**Presentation Date:** December 15, 2015   **Approx Start Time:** 2:00   **Approx Length:** 30 minutes

**Presentation Title:** Clackamas Workforce Partnership – Partnership Agreement

**Department:** Business & Community Services

**Presenters:** Bridget Dazey, Executive Director, Clackamas Workforce Partnership

**Other Invitees:** Catherine Grubowski-Johnson, Stephen Madkour, Cindy Hagen

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

The Clackamas Workforce Partnership (formerly the Workforce Investment Council of Clackamas County) is seeking the approval of the attached Partnership Agreement. This agreement replaces the previous Memorandum of Agreement.

### EXECUTIVE SUMMARY:

This study session is to serve the following purposes:

1. Inform the Board of County Commissioners of the organizational name change from the Workforce Investment Council of Clackamas County to the Clackamas Workforce Partnership.
2. 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 31<sup>st</sup>, 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.

3. As required in the Partnership Agreement, this study session serves as the Clackamas Workforce Partnership's Annual Update to the BCC.

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

Partnership Agreement Section 3:

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

*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.*

**LEGAL/POLICY REQUIREMENTS:**

See attached Partnership Agreement.

**PUBLIC/GOVERNMENTAL PARTICIPATION:**

Refer to recitals in Partnership Agreement.

**RECOMMENDATION:**

Request that BCC provide feedback on Partnership Agreement.

**ATTACHMENTS:**

Partnership Agreement between Clackamas County and the Clackamas Workforce Partnership  
Clackamas Workforce Partnership Annual Report  
Clackamas Workforce Partnership Sources and Uses handout

**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_  
Department Director/Head Approval \_\_\_\_\_  
County Administrator Approval \_\_\_\_\_

**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.

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Clackamas Workforce Partnership Board President Date

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Clackamas County Board of County Commissioners Chair Date







**Clackamas  
Workforce  
Partnership**  
WORKFORCE DEVELOPMENT BOARD

**Annual Report:  
Clackamas Board of  
County Commissioners**

December 15, 2015

# Items to Cover

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- Program Year 2014
- Sources and Uses
- Current State of Business
- Labor Market Statistics
- WIOA Mandates to Local Workforce Boards
- Local Area Strategic Planning
- Partnership Agreement

# People Served

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**9,129 Adults Served**  
(10,046 FOR PY2013)

**59%**  
**Found**  
**Employment**  
(52% in PY2013)

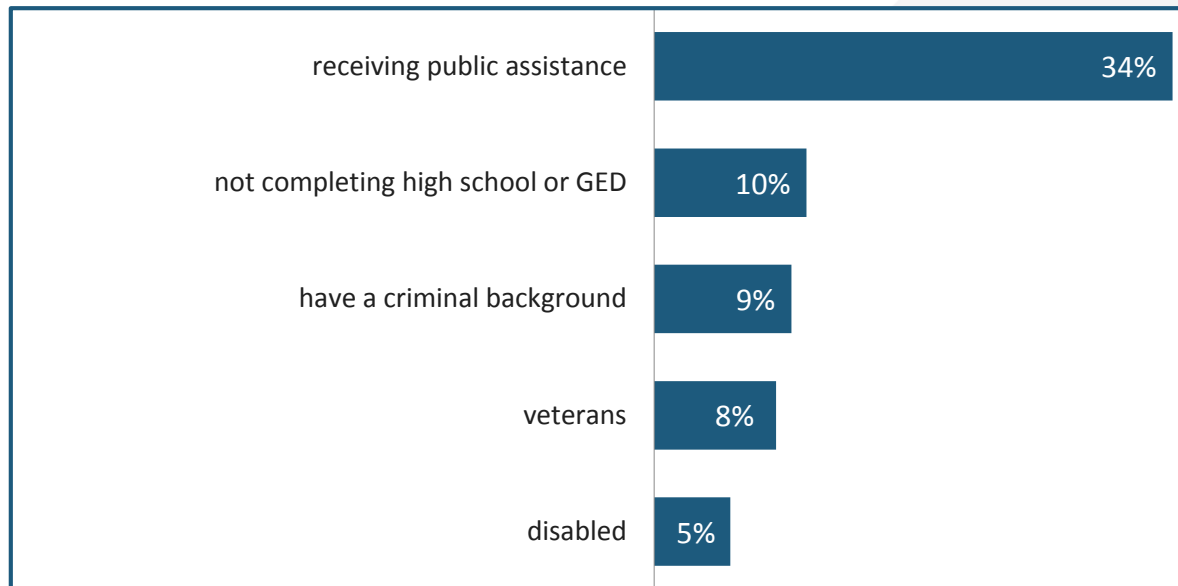
**85%**  
**Are Still**  
**Employed**  
(83% in PY2013)

**Earning Average Hourly Wage of**  
**\$17.91**  
(**\$17.31** in PY2013)

# Adult/Dislocated Worker Metrics

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## CURRENT JOBSEEKER PROFILE



# People Served

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**477 Youth Served**  
(357 FOR PY2013)

**78%**  
**Attained a Degree or  
Certificate**  
(68% in PY2013)

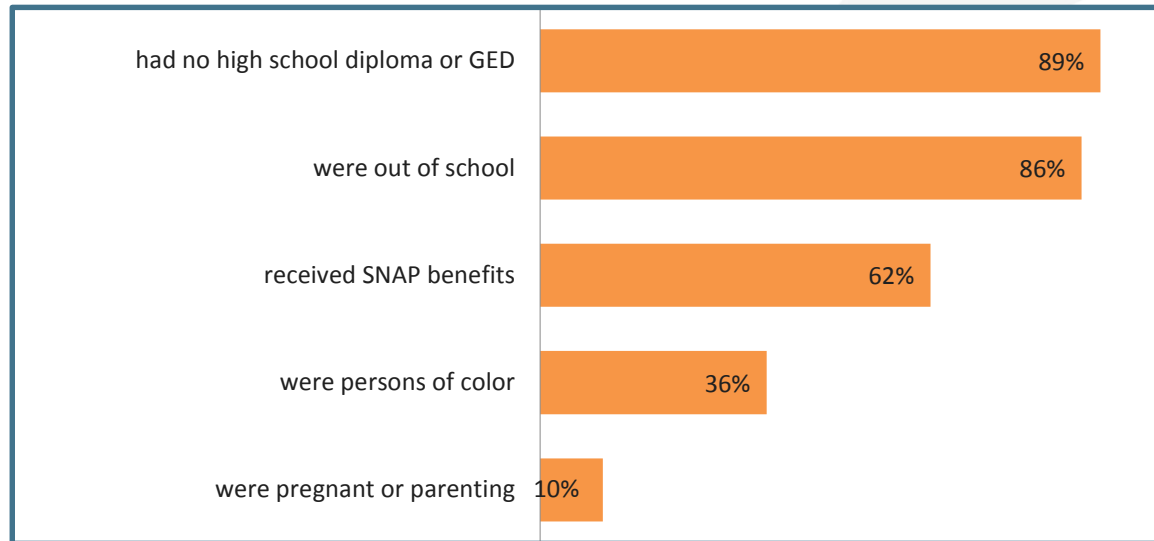
**74%**  
**Entered College  
or Employment**  
(65% in PY2013)

**Earning an Average Hourly Wage of  
\$17.91**  
(\$17.31 in PY2013)

# Youth Metrics

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## CURRENT YOUTH PROFILE



# Businesses Served

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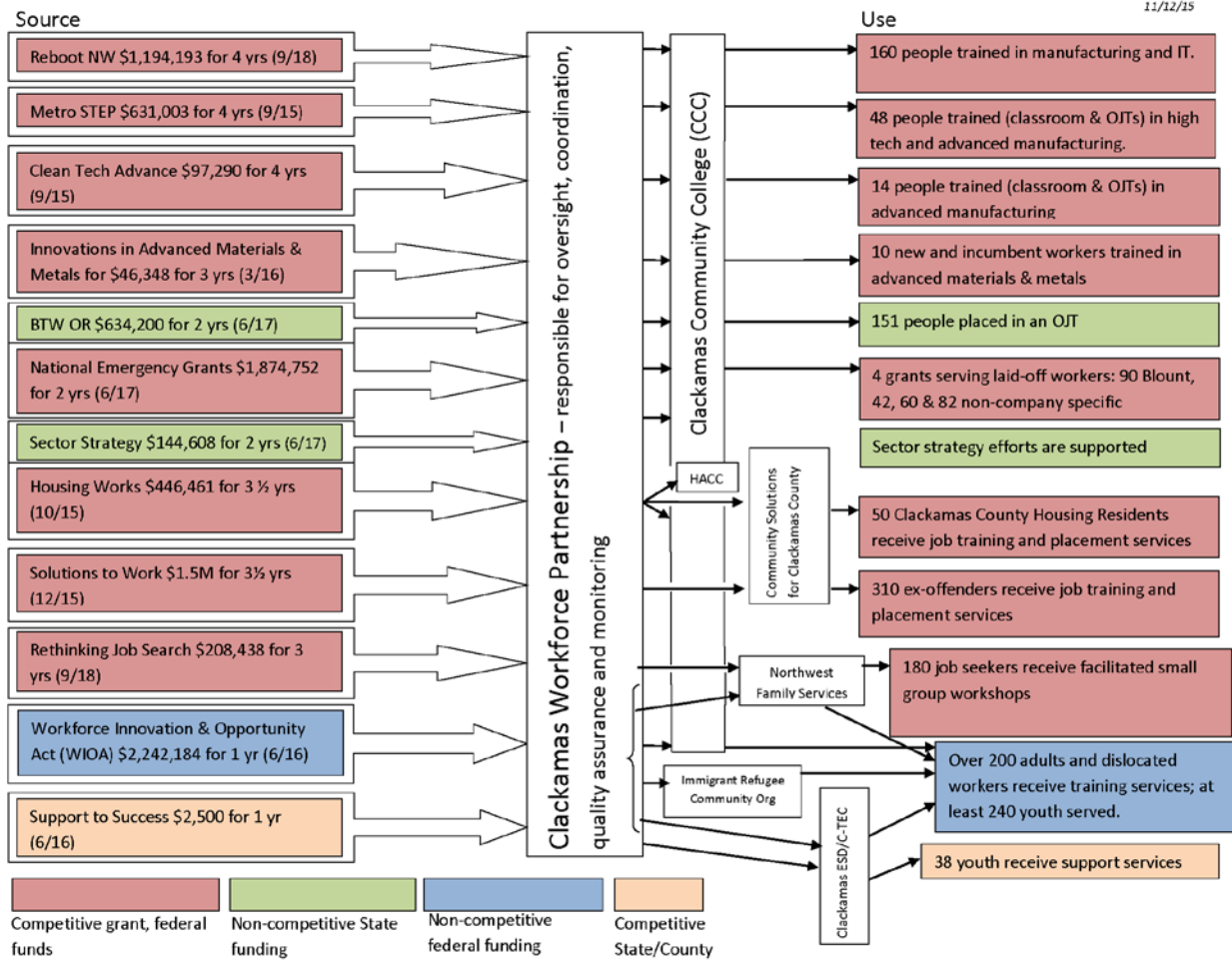
40  
Businesses Provided  
On-Job-Trainings (OJT)

171  
Job seekers  
Completed OJT  
(126 in PY2013)



Average Hourly Wage of OJT  
\$16.41

# Sources and Uses





# What are we doing now?

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It's been anything but business as usual...

- WorkSource Operational Standards
- Sector Strategy Partnerships
- Columbia-Willamette Workforce Collaborative
- Increase alignment across other systems
- Update internal policies and processes
- Compliance with WIOA

# Workforce Statistics

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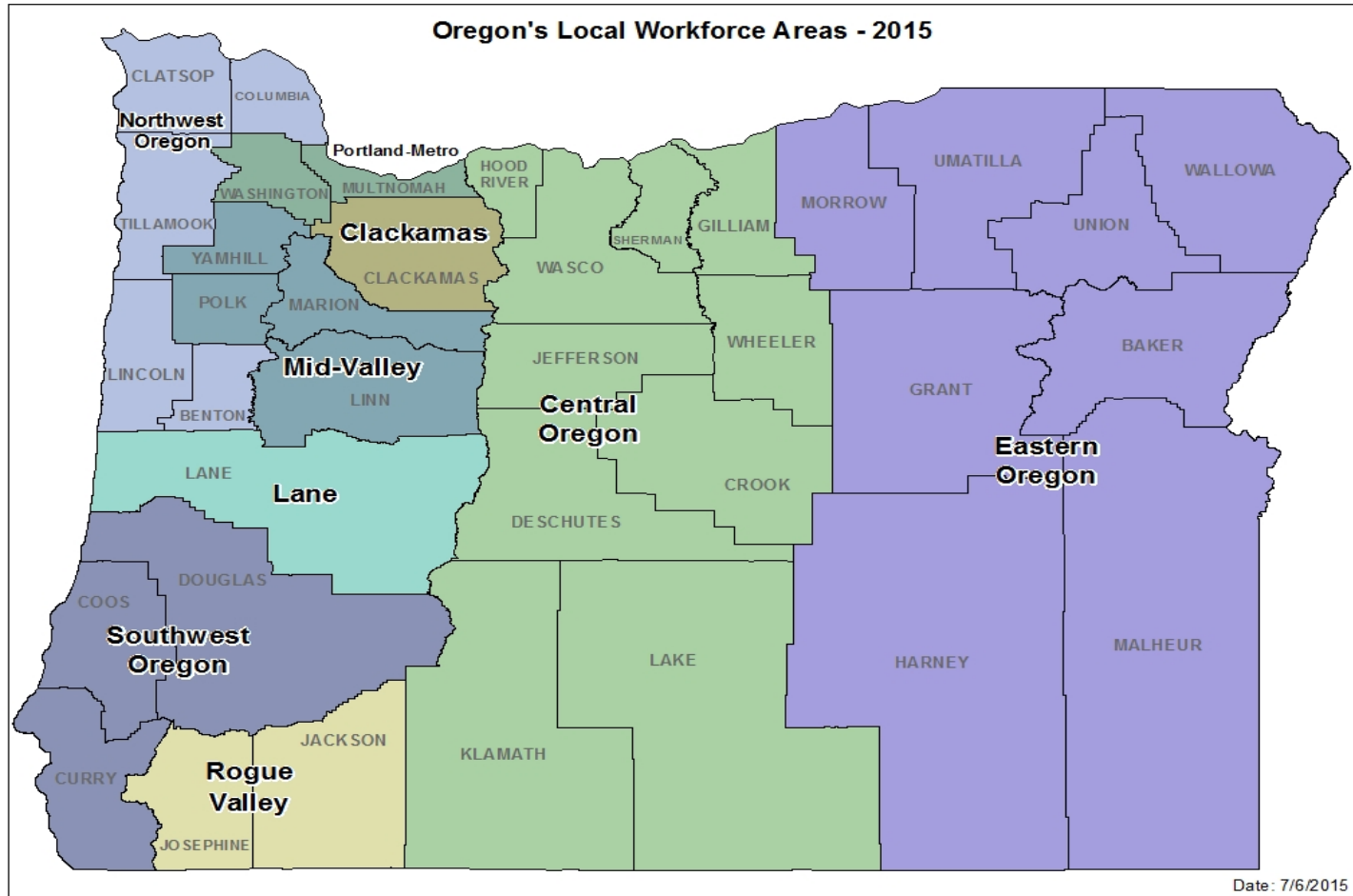
- Current Unemployment Rate – 4.9% (5.0%)
- Labor Force in October – 205,006
- Unemployed in October – 10,139

Clackamas County lost around 18,400 jobs during and following the Great Recession.

After 69 months, Clackamas County has added back 16,000 jobs or 87 percent of the jobs lost.

2,300 more jobs are needed to fully recover.

# Oregon Workforce System Map



# 13 Functions of a WIOA Board

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Develop A Local Plan
Regional Research and Labor Market Analysis
Convening, Brokering, Leveraging
Promote Employer Engagement
Career and Pathways Development
Proven and Promising Practices
Technology
Program Oversight
Negotiation of Local Performance Accountability
Selection of Operators and Providers
Coordination with Education Providers
Budget and Administration
Accessibility for Individuals with Disabilities

# CWP Strategic Plan Overview

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## Mission

Address critical workforce, educational, and training challenges, and develop a skilled workforce that meets the needs of businesses 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 businesses.

## Guiding Principles

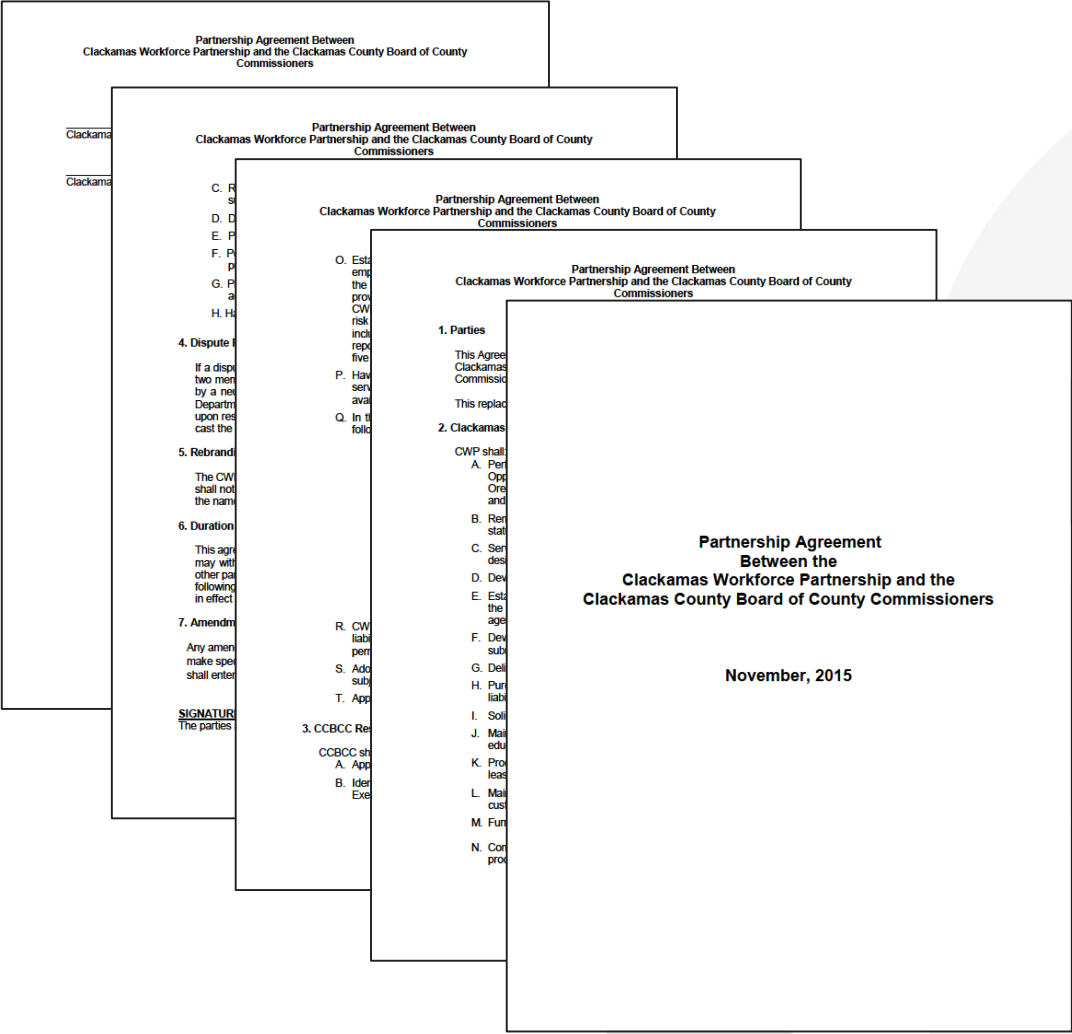
- Collaborative
- Responsive
- Solution-Oriented
- Innovative
- Equitable

# CWP Plan Goals

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- A. Businesses have the skilled workers they need when they need them.
- B. Job seekers are trained and placed in occupations with opportunities for advancement.
- C. Emerging workers are aware of career pathways and are work ready.
- D. Clackamas County has resources to support workforce development.

# Partnership Agreement



In Closing





**Clackamas  
Workforce  
Partnership**  
WORKFORCE DEVELOPMENT BOARD

Thank you for your time and feedback!

Source

Use

