Clackamas County

Dan Johnson
Director

Department of Transportation and Development

Development Services Building
150 Beavercreek Road Oregon City, OR 97045

Date: October 20, 2022

Board of County Commissioners
Clackamas County

Approval of an Infrastructure and Additional Shared Cost Agreement with Local Workforce Development Board, Chief Elected Official and Required One-Stop Partners for the WorkSource Clackamas One-Stop. County General Funds are not involved.

Purpose/Outcome	Approve the attached Infrastructure Funding Agreement (IFA) providing for allocation of the (WorkSource Clackamas) Center's infrastructure costs. The federal Workforce Innovation and Opportunity Act (WIOA) requires that the Local Workforce Development Board (Clackamas Workforce Partnership - CWP), the chief elected official (Chair Tootie Smith for Clackamas County), and service providers in the local "One-Stop Center" (WorkSource Clackamas) enter into this Infrastructure and Additional Shared Cost Agreement. The purpose of the IFA is further described in the attached overview document.
Dollar Amount and Fiscal Impact	No County resources are required for entering into the Infrastructure Funding Agreement. Service providers housed in or making use of the local WorkSource Center contribute to the costs of the infrastructure (facilities upkeep, technology, shared resources, and programmatic supplies, etc).
Funding Source	None required
Duration	There is a requirement to have an IFA in place for each year and this is the agreement for the July 1, 2022 – June 30, 2023 period.
Previous Board Action/Review	The Board of County Commissioners approved the July 1, 2021 – June 30, 2022 IFA on June 2, 2022.
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? 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, businesses seeking to recruit workers, or locate or expand in Clackamas County will have access to at least 5 new, sustainably-funded programs or initiatives developed by Economic Development in partnership with other County departments. 2. How does this item align with the County's Performance Clackamas goals? The IFA agreement aligns with the Board's strategic priority of *Building Public Trust through Good Government* by providing a

	transparent review of the Clackamas County One Stop's funding sources, as well the goal to *Grow a Vibrant Economy*.
Counsel Review	Date of Counsel review: September 26, 2022 Name of County Counsel performing review. Andrew Naylor
Procurement Review	1. Was the item processed through Procurement? yes ☐ no ☒ 2. No County funds are required for the IFA
Contact Person	Cindy Moore, DTD Economic Development Coordinator, 971-284-1002
Contract No.	N/A

BACKGROUND:

The federal Workforce Innovation and Opportunity Act (WIOA) requires that the Local Workforce Development Board (Clackamas Workforce Partnership - CWP), the chief elected official (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 the infrastructure (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.

Clackamas Workforce Partnership uses Adobe Acrobat to obtain signatures digitally from required IFA signers. A secure link is sent by Adobe and is used by signers to provide digital signatures. The platform then compiles the separate signatures and produces a single document, which is downloaded and used as the signature page once all required parties have signed. In the past, CWP has presented the BCC with a copy of the IFA containing all required signatures, with the exception of the BCC Chair. This document is reviewed and then a physical copy was signed by the BCC Chair and returned to CWP, serving as the fully executed IFA. This format generated multiple signature pages in the document.

For Program Year 2022, CWP proposes that the BCC review the IFA – which has already been signed by all other required parties through Adobe – and then use the same secure link for the BCC Chair to provide a digital signature. This would help simplify the signing process and would generate a single signature page for the final document.

RECOMMENDATION:

Staff respectfully recommends approval of the Infrastructure and Additional Shared Cost Agreement and authorize the Chair to sign the agreement on behalf of the County.

Respectfully submitted,

Sarah Eckman

Sarah Eckman
Assistant Director – Business & Community Services
Department of Transportation & Development

Clackamas Workforce Partnership Infrastructure Funding Agreement (IFA) Overview

Overview of WIOA and One-Stop Delivery System:
The Workforce Innovation and Opportunity Act (WIOA) is federal legislation that governs workforce development activities across the United States. Each year, WIOA provides federal dollars from the Departments of Labor and Education, among others, to fund education, training, and employment services that help people develop in-demand workplace skills and enter or reenter the workforce; and that help employers find and keep talented workers with the skills they need.

WIOA requires that the services it funds be delivered using a "one stop shop" model. This means that all WIOA funded services and the organizations/agencies that deliver them must be in a single location so that customers can easily access them. Or, if an entity is not physically on-site at the "one stop shop", their services must still be available to customers through a referral process. WIOA requires specific services to be located on-site or through the "one stop" system, and also requires specific agencies to be part of the "one stop" system. The "one stop" model reduces barriers to accessing resources and increases successful entry into the workforce by housing multiple services in a single location, so customers can have multiple needs addressed in a single place.

Overview of WorkSource Oregon and the Local Workforce Board:
WorkSource Oregon is the official public workforce system for the State of Oregon and is supported by WIOA dollars. Any WIOA-funded "one stop" facility in Oregon is part of WorkSource Oregon. The state's WIOA dollars are divide among nine workforce regions. These regions are determined by geography, population, and largest industries and sectors within the region. Each region receives WIOA dollars, which are managed by a local workforce board (LWB). There is one workforce board per region. Clackamas Workforce Partnership (CWP) is the workforce board serving Clackamas County, and the "one stop" shop is WorkSource Clackamas (WSC).

The use of workforce boards to manage and distribute federal dollars is a requirement of the WIOA law. The local workforce board within each region determines how to invest WIOA dollars, which includes developing and awarding funding contracts to service providers, who then work directly with customers as part of the "one stop" shop in the area. So, CWP contracts with local organizations to provide specific services as part of WorkSource Clackamas, but the "one stop" includes other entities that CWP does not fund, such as the Oregon Employment Department and Easterseals Oregon. Since there are multiple organizations in one facility, an additional role of the workforce board is to determine how all participating organizations will invest in the shared space, including in technology, communications devices, workspaces, supplies, etc.
This is done through the Infrastructure Funding Agreement (IFA).

Overview of the IFA: WIOA requires that the Local Workforce Development Board (CWP), the chief elected official (currently Tootie Smith for Clackamas County), and entities that carry out WIOA-funded services as part of 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. The attached document utilizes this template for Program Year 2021 and was used for Program year 2020.

Please note that **the language of this agreement is identical to the document signed last year** with the exception of updated dates and signers. The annual cost required of each signatory remains the same.

What does the IFA outline?

The IFA is an agreement that is renewed yearly (July to the following June). It outlines the partner organizations that are part of the local one-stop. It also outlines the amount of funds that each partner participating in the WorkSource Clackamas system must contribute to remain part of that system. The number of partners may change each year, if some organization leave or if others are added. If the number of partners changes, the contribution of each individual partner changes to reflect that shift. Partners' contributions cover the costs of a cubicle and other shared workspaces; the cost of a central technology nexus; the costs of phones and phone lines; the costs of internet and computer network access; and costs of shared tech, equipment, and supplies.

Who signs the IFA and why?

The IFA must be signed by entities providing WIOA services as part of the local "one stop" model. This includes organizations that are federally mandated to work on-site within the WorkSource Clackamas facility. It also includes those who work within the local workforce system through a referral process or who work on-site at the facility, but are not federally required to do so. Federally required partners are referred to as "co-located" and those who are not federally mandated are "not co-located".

Co-located Partners: Oregon Employment Department; Easterseals Oregon; and Clackamas Workforce Partnership (note that there are more entities that work on-site at WSC, but CWP funds them so they are not represented as signatories on the IFA). Exhibit A (Infrastructure Cost Budget) of the attached document outlines the previously agreed upon cost sharing amounts among co-located partners.

Not-Colocated Partners: Oregon Department of Human Services - Self-Sufficiency; Oregon Department of Human Services - Vocational Rehabilitation; Timberlake Job Corps; Clackamas Education Service District; Oregon Commission for the Blind; Higher Education Coordinating Commission; and the Housing Authority of Clackamas County. Not-Colocated Partners' IFA contribution covers the costs of a central technology nexus; cubicle or workspace; equipment usage, network access, and supplies. The total costs of these items is divided evenly among Not Colocated Partners. The cost of a cubicle for each Not-Colocated Partner can be found in Exhibit A (Infrastructure Cost Budget). Exhibit B (Infrastructure Cost Allocation) outlines costs for all other items. Both Exhibits A and B are included in the attachment.

Clackamas County: Since Clackamas County's Board of Commissioners is responsible for recertifying CWP as the official local workforce board, the County Commissioners, represented by the Chair, are a required signature on the IFA. The county does not currently contribute any money to the IFA and will never be expected to contribute money to the IFA unless the county wants to invest as a Not Co-located Partner. The county's signature on the IFA is only a formality, since the county certifies the local workforce board. Typically, the county may have a lawyer review the IFA, and then sends it for review by the full Board. Once the Board has reviewed and approved, it is signed by the Chair and sent back to CWP. CWP then sends a fully executed IFA to the Board and to all other signatories.

INFRASTRUCTURE AND ADDITIONAL SHARED COST FUNDING AGREEMENT

This Infrastructure and Additional Shared Cost Funding Agreement (**“Agreement”**), effective on July 1, 2022 (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 2022 (July 1, 2022 , to June 30, 2023) (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 2022 (July 1, 2022 to June 30, 2023) (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 supersede 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.

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Tootie Smith, Chair
For the Clackamas County Board of County Commissioners
tsmith@clackamas.or.us

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Tootie Smith, Chair
For the Housing Authority of Clackamas County
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David Gerstenfeld, Acting Director
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Bridget Dazey, Executive Director,
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Larry Didway, Superintendent
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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
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EXHIBIT A
INFRASTRUCTURE COST BUDGET

On or about July 1, 2022 we will have an MOU/IFA in place covering co-located and non-colocated 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				
L	Oregon Employment Dept	Easterseals	$1872.00	X				
P	Oregon Employment Dept	Easterseals	$2295.60	X				

The infrastructure costs for ***non-colocated 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
TOTALS			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, 2022 , there are seven (7) NCWPs with costs broken down as follows:

Cost Allocation Per Non-colocated Workforce Partner

NCWP	Monthly Total	Annual Total
Oregon 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
Oregon Department of Human Services - Self-Sufficiency Programs	22.95	275.39
Housing Authority of Clackamas County	22.95	275.39
TOTALS	160.65	1927.68

EXHIBIT C
ADDITIONAL SHARED COST BUDGET

Not applicable for the year beginning July 1, 2022 .

EXHIBIT D
ADDITIONAL SHARED COST ALLOCATION

Not applicable for the year beginning July 1, 2022 .