

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-023

Approving an Amended Consortium Agreement under the Workforce Investment Act of 1998 between Multnomah County, Washington County and the City of Portland

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County, Washington County, and the City of Portland have been designated by the Governor as a local Workforce Investment Area ("Area") for the purposes of the Workforce Investment Act of 1998 ("WIA").
- b. The WIA requires that public entities in a multi-jurisdictional Area enter into consortium agreements.
- c. By Resolution 04-172 adopted December 2, 2004 the Board approved a Consortium Agreement between Multnomah County, Washington County and the City of Portland pursuant to the requirements of the WIA.
- d. Worksystems Inc. ("WSI") currently serves as the grant recipient and fiscal agent for the Area, and as such, funds career placement and training services in Multnomah and Washington Counties and the City of Portland and will continue to serve this function under the Amended Consortium Agreement.
- e. Like the Consortium Agreement previously approved by the Board, the Amended Consortium Agreement provides for broad-based representation from the community (including significant representation from the private business sector and labor organizations) on the Workforce Investment Board ("WIB") that governs Worksystems Inc. and on the newly created WSI Board.
- f. The Amended Consortium Agreement streamlines operation of WSI and the WIB by creation of a smaller WSI board and defines in more detail the responsibilities of WSI, the WIB and the Governing Board of the WIB.

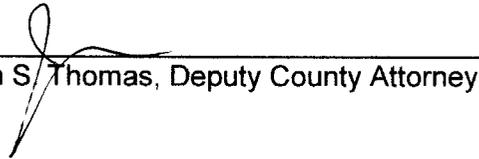
The Multnomah County Board of Commissioners Resolves:

The Amended Consortium Agreement between Multnomah and Washington Counties and the City of Portland attached to this Resolution is approved and the County Chair is authorized to sign the Agreement on behalf of the Board.

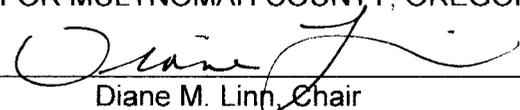
ADOPTED this 23rd day of February, 2006.



AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AMENDED CONSORTIUM AGREEMENT
between
MULTNOMAH and WASHINGTON COUNTIES
and the
CITY OF PORTLAND

The Parties to this Amended Consortium Agreement are Multnomah and Washington Counties and the City of Portland, hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties recognize the serious and complex problems resulting from unemployment and low wages among their citizens, and

WHEREAS, increased globalization, technological advances and accelerating demographic changes continually add to the mismatch between labor force skills and employer needs, and

WHEREAS, workforce development problems and solutions transcend traditional governmental boundaries, and

WHEREAS, a productive workforce investment system can most effectively be created and expanded in partnership with the private sector, and

WHEREAS, the Parties wish to realign and increase the effectiveness of the area's workforce investment system, its Workforce Investment Board (WIB) and the Worksystems, Inc. (WSI) Board of Directors, and

WHEREAS, the Parties desire to replace the current Consortium Agreement, adopted December 4, 2004, with this Amended Consortium Agreement,
NOW, THEREFORE, BE IT RESOLVED as follows:

1. **WORKFORCE INVESTMENT AREA**

The Workforce Investment Area ("Area") shall continue to include all of Multnomah and Washington Counties and the City of Portland.

2. **GOVERNING BOARD**

A. A Governing Board is made up of one local elected official from each of the three Parties. The Governing Board shall have the following duties and responsibilities:

- Appoint, reappoint and remove WIB members and WSI Directors in accordance with paragraphs 6 and 7 of this Agreement;
- Regularly attend WIB, WSI Board of Directors and Governing Board meetings; and,
- Perform all other duties and functions assigned to consortiums of local elected officials by the Workforce Investment Act (WIA) or by implementing Federal or State of Oregon rules or policies.

B. The Governing Board may also elect to discuss and approve or disapprove the following WIB or WSI actions, plans or policies:

- The content of the two-year WIA plan for the area, including modifications thereto;
- The content of the WIA strategic plan for the area, including modifications thereto;
- WSI's and the WIB's Codes of Conduct;
- One-stop Career Center chartering and certification;
- Contract awards to service providers;
- WSI's annual budget, including modifications thereto; and,
- Acceptance and the resolution of audit and monitoring findings.

C. Should any WIB or WSI action, plan or policy be disapproved by the Governing Board, that particular action, plan or policy shall not be effective unless and until a mutually acceptable solution is agreed to by both the Governing Board and either the WIB or WSI.

3. GOVERNING BOARD DECISIONS

Each of the Governing Board members shall have one vote. The Governing Board members may each select one alternate who shall have all the powers and rights of the Governing Board member who selected the alternate, and who shall also count towards a quorum when that Board member is absent. A quorum consists of not less than three members. Decisions require the unanimous vote of the three Parties. The Governing Board may adopt bylaws consistent with this agreement.

4. GOVERNING BOARD CHAIR

The Governing Board shall annually elect a Chair who shall sign documents as authorized by and on behalf of the Governing Board. The Chair shall serve until a successor is elected or until resignation. The Governing Board may elect other officers as it sees fit.

5. GOVERNING BOARD MEETINGS

The Governing Board shall meet at least annually and at such other times as are deemed necessary. Meetings may be called by the Chair or by any two Governing Board members by providing reasonable advance written notice to all Governing Board members and to any alternates. Meeting notices shall contain the time, place and agenda for all meetings. Meetings may be held by conference call. Advance notice and other meeting requirements may be waived, to the extent permitted by law, by unanimous consent of Governing Board members.

6. WORKSYSTEMS, INC. AND THE WORKSYSTEMS, INC. BOARD OF DIRECTORS

- A. Worksystems, Inc. ("WSI") is an Oregon nonprofit corporation that receives, administers, disburses and monitors State of Oregon and federal grant funds for area workforce development activities. WSI shall consist of a WSI headquarters element, a WSI Board of Directors, a Workforce Investment Board (WIB) and an array of contractual partners who shall provide counseling, training and job placement services to a broad base of stakeholders. WSI's Board of Directors shall include the three Governing Board members, an organized labor representative and a majority of private sector business representatives.
- B. The current WIB Chair and Vice Chair and the WIB's immediate past Chair shall serve on WSI's Board of Directors so long as they remain WIB members. Other private sector business representatives shall serve on WSI's Board of Directors after nomination by the WIB and subsequent appointment by the Governing Board, and shall continue as WSI Directors so long as they remain WIB members or until replaced as WSI Directors by the Governing Board, whichever comes first.
- C. WSI's organized labor Director shall be selected by the labor representatives serving on the WIB. The organized labor Director shall serve while remaining a WIB member or until replaced by the WIB's organized labor representatives.

7. WORKFORCE INVESTMENT BOARD APPOINTMENTS

- A. All WIB members shall be appointed in accordance with WIA, Federal, State and local statutes, rules, policies and procedures and this agreement.
- B. A majority of WIB members shall be private sector business representatives. WIB business members shall be appointed by the Governing Board member in whose jurisdiction they conduct business. The number of WIB business members from each of the three units of local government shall be in approximate proportion to the respective populations of each of the three local governments and shall reasonably represent the business and industrial sectors within the workforce investment area. For the purposes of this paragraph, Multnomah County's population shall not include individuals residing within the City of Portland.
- C. A minority of WIB members shall represent the following non-business sectors. To the extent WIA is amended or interpreted to allow fewer non-business representatives, the Governing Board may elect to leave some of

these positions unfilled. Additional non-business sector representatives may also be appointed to the WIB by the Governing Board so long as a private sector business majority remains. Non-business WIB members shall be appointed by unanimous consent of the Governing Board. One WIB member may represent more than one of the following positions:

1. One K-12 education representative;
2. One community college representative;
3. Two economic development representatives;
4. Three organized labor representatives;
5. One representative of the State Employment Department;
6. One representative of Adult and Family Services;
7. At least two representatives of community based organizations;
8. One vocational rehabilitation representative;
9. One public housing representative;
10. One migrant and seasonal farm worker program representative;
11. One Job Corps representative; and,
12. One older workers program representative.

D. WIB appointments shall be for three year terms and shall continue until a successor is appointed.

E. WIB business members shall serve at the pleasure of the appointing local elected official and may be removed by that local elected official without cause. Non-business sector members may be removed without cause by a unanimous vote of the Governing Board.

F. The WIB may enact bylaws or rules which, to the extent consistent with this agreement, shall further govern WIB membership and conduct.

8. WIB AND WSI DUTIES AND RESPONSIBILITIES

A. WSI responsibilities shall include:

- Informing the WIB on a regular basis of WSI's progress in achieving strategic goals and objectives;
- Delivering an annual report to the WIB on WSI's activities and the state of the area workforce system;
- Overseeing WSI's budget obligations and expenditures; and,
- Acting as the local workforce area's grant recipient and fiscal agent.

B. WSI Board of Directors' responsibilities shall include:

- Regularly attending WIB and WSI board meetings;
- Approving WSI's budget and procurement activities;
- Hiring, evaluating and terminating the employment of WSI's Executive Director;

- Complying with WSI's Code of Conduct, which governs conflict of interest situations;
- Performing Board of Directors' duties and responsibilities for WSI in accordance with Chapter 65 of the Oregon Revised Statutes; and,
- Adopting policies necessary to ensure accountability and compliance with Federal, State and local laws, rules, and grant terms and agreements, including but not limited to this Amended Consortium Agreement and the WIB/WSI/Governing Board Agreements.

C. WIB responsibilities shall include:

- Developing the area's Regional Workforce Strategic Plan;
- Appointing committees to oversee work necessary to accomplish each goal in the strategic plan;
- Establishing standards for and overseeing the area's workforce system, subject to the terms of a "Memorandum of Understanding" executed with partner agencies; and,
- Performing duties as required by WIA, the State of Oregon, Federal and State grant agreements, other applicable Federal, State and local laws, rules and agreements, this Amended Consortium Agreement and the WIB/WSI/Governing Board Agreement.

9. LIABILITY

In the event liability for WSI's expenditures or operations occurs, the following priorities shall apply:

- A. First Priority: WSI shall attempt to recover funds from the contractor, agent or third party causing the liability;
- B. Second Priority: WSI shall attempt to recover funds from an insurance carrier or bond issuer;
- C. Third Priority: WSI shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
- D. Fourth Priority: WSI shall repay the liability from its funds to the extent permitted by law;
- E. Fifth and Final Priority: As a last resort and only to the extent required by the WIA and permitted by Oregon statutes and local governmental charters, the Parties agree to cover unmet liabilities to the State and Federal governments. The Parties shall share liability to the State and Federal governments in proportion to their respective populations using the most recent census data available on the date the negligent or wrongful acts occurred which gave rise to the unmet liability. For purposes of this paragraph, Multnomah County shall include only the population of the county outside of the City of Portland.

Nothing in this agreement shall be interpreted in a manner that would violate any constitutional or statutory limitation on liability applicable to a Party government, or shall be construed as a waiver of any defense to or limitation on liability to which a Party government or its agents would otherwise be entitled under the constitution or laws of the State of Oregon.

10. DURATION AND TERMINATION

- A. This Amended Consortium Agreement shall become effective and the current Consortium Agreement, adopted December 4, 2004, shall be rescinded in its entirety when this amended agreement has been signed by all of the three Parties. This amended agreement shall remain in effect until terminated pursuant to this section. In the event one of the three local governmental Parties withdraws from this agreement, this agreement shall be null and void with respect to that government. The term "Area" as used in this agreement shall refer only to the geographic boundaries covered by signatory local governments. For purposes of this paragraph, Multnomah County shall include the area of the County outside the City of Portland.
- B. Any Party may withdraw by notifying the other Parties and WSI in writing of its intent to do so at least one hundred eighty (180) days prior to the end of the WIA program year (June 30th). Withdrawal shall become effective at midnight on the last day of the program year in which notice is given, and shall not affect the participation of the remaining two Parties or the validity of this agreement with respect to the remaining Parties.
- C. This agreement completely replaces the previous Consortium Agreement between the Parties. That agreement shall be null and void when this agreement is executed.

11. INDEMNIFICATION

To the extent allowable by the Oregon Constitution and the Oregon Tort Claims Act, each of the parties hereto agrees to indemnify and save the other harmless from any claims, liability or damages fees arising out of or resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, or employees in the performance of this agreement.

12. AMENDMENTS

This agreement may be amended from time to time by written consent of all the Parties.

13. SIGNATURES

By signing this agreement, each local elected official certifies that his or her signature has been duly authorized by official action of their governmental body. The agreement may be executed in one or more counterparts, each of which, when combined with all other counterparts, will constitute a completely executed agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this agreement as of the dates set forth below.

For Multnomah County:



Diane M. Linn, Chair

Date: FEBRUARY 23, 2006

For Washington County:

John Leeper, Commissioner

Date: _____, 2006

For the City of Portland:

Tom Potter, Mayor

Date: _____, 2006

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY 

ASSISTANT COUNTY ATTORNEY
DATE 2/28/06