

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-172

Approving a Consortium Agreement Between Multnomah and Washington Counties and the City of Portland and Designating the County Chair as the Elected Official from Multnomah County to Serve on the Consortium Governing Board

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County, Washington County, and the City of Portland ("the Parties") previously entered into an Intergovernmental Agreement ("IGA") pursuant to the federal Job Training Partnership Act of 1982 ("JTPA") in order to create a Workforce Development Board.
- b. JTPA was replaced with the Workforce Investment Act of 1998 ("WIA") which also requires that multi-jurisdictional workforce investment areas enter into consortium agreements.
- c. The Parties have negotiated a new Consortium Agreement which conforms to current law to replace the IGA. 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 WIA;
- d. Worksystems Inc. 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. Worksystems Inc. will continue to serve this function after the Consortium Agreement is executed by the Parties;
- e. The Consortium Agreement provides for inclusion of broad-based representation from the community, including significant representation from the private business sector and labor organizations, on the Workforce Investment Board that governs Worksystems Inc., which will enable it to provide effective oversight of and strategic direction to the region's workforce development system.

The Multnomah County Board of Commissioners Resolves:

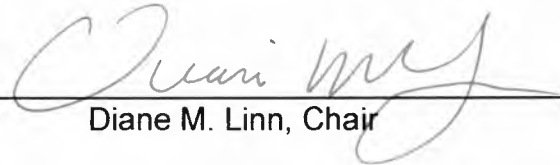
1. The Consortium Agreement between Multnomah and Washington Counties and the City of Portland attached to this Resolution is approved and the County Chair is authorized to sign the Agreement on behalf of the Board.

2. The County Chair is designated as the elected official from Multnomah County to serve on the Consortium Governing Board. The Chair is authorized to select an alternate to represent the County on the Governing Board or the Workforce Investment Board, including the Workforce Investment Board Executive Committee, at the Chair's discretion.

ADOPTED this 2nd day of December, 2004.


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON




Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Assistant County Attorney

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

This agreement is between 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 previously entered into an Intergovernmental Agreement ("IGA") pursuant to the federal Job Training Partnership Act of 1982 ("JTPA") in order to create a Workforce Development Board, and

WHEREAS, JTPA was replaced with the Workforce Investment Act of 1998 ("WIA") which also requires that multi-jurisdictional workforce investment areas enter into consortium agreements, and

WHEREAS, the Parties desire to replace the IGA with this Consortium Agreement,
NOW, THEREFORE, BE IT RESOLVED as follows:

1. **WORKFORCE INVESTMENT AREA**

A Workforce Investment Area ("Area") is hereby established including all of Multnomah and Washington Counties and the City of Portland.

2. **GOVERNING BOARD**

The Parties also establish a Governing Board made up of one local elected official from each of the local governments signing this agreement. The Governing Board shall carry out all functions assigned to local elected officials under WIA, as amended from time to time, and by implementing Federal and State of Oregon rules, policies and procedures.

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 them, and who shall also count towards a quorum, when that Board member is absent. Decisions require the unanimous vote of the

three members. A quorum consists of not less than three members present at the time a decision is made. The Governing Board may elect to adopt bylaws consistent with this agreement.

4. 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 and advance notice and other meeting requirements may be waived, to the extent permitted by law, by unanimous consent of Governing Board members.

6. WORKFORCE INVESTMENT BOARD APPOINTMENTS

A. All Workforce Investment Board ("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.

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 representatives;
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 or 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.

7. WIB EXECUTIVE COMMITTEE

Each of the three Governing Board members or their designated alternate shall serve on the WIB's Executive Committee along with all WIB committee chairs and officers. The duties of the WIB's Executive Committee shall include recruitment and evaluation of the WIB's President and recommendations concerning his or her hiring and retention and other duties and powers delegated to the Executive Committee by the WIB or the Governing Board.

8. GRANT RECIPIENT DESIGNATION

The parties designate Worksystems, Inc. ("WSI"), a private nonprofit Oregon corporation whose Board of Directors is the WIB, as the grant recipient and fiscal agent for the Area. WSI's powers shall be further delineated in a written agreement with the Governing Board.

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 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 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

This agreement shall become effective when signed by all of the three Parties and shall remain in effect until terminated pursuant to the following paragraph. In the event one of the three local governmental Parties fails to sign or 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.

A. 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.

B. This agreement completely replaces previous agreements between the Parties pursuant to the predecessor Job Training Partnership Act and WIA. Those agreements 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

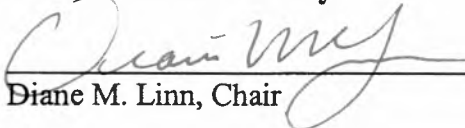
This Agreement may be amended from time to time by written consent of all the Parties.

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.

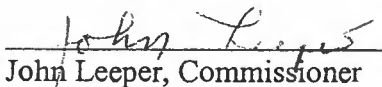
IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this agreement as of the dates set forth below.

For Multnomah County:


Diane M. Linn, Chair

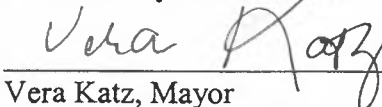
Date: 12.2.04, 2004

For Washington County:


John Leeper, Commissioner

Date: 11/16, 2004

For the City of Portland:


Vera Katz, Mayor

Date: 11/24, 2004