

**EASTERN OREGON WORKFORCE
PARTNERSHIP AGREEMENT
BETWEEN THE
EASTERN OREGON WORKFORCE INVESTMENT
BOARD
AND THE
EASTERN OREGON JOBS COUNCIL**

1. PARTIES

This Partnership Agreement is between the Eastern Oregon Workforce Investment Board (“Workforce Board”) and the Eastern Oregon Jobs Council (“EOJC”), hereinafter collectively referred to as the “parties.”

2. WORKFORCE BOARD RESPONSIBILITIES

The Workforce Board shall:

- A. Develop the Eastern Oregon workforce area’s strategic workforce plan;
- B. Appoint committees or work groups to oversee work necessary to accomplish each goal in the strategic workforce plan;
- C. Establish standards for and oversee the Eastern Oregon workforce system, subject to the terms of a Memorandum of Understanding (“MOU”) executed with partner agencies;
- D. Perform duties as required by the Workforce Innovation and Opportunity Act of 2014 (“WIOA”), the State of Oregon, Federal and State grant agreements, other applicable Federal, State and local laws, rules and agreements and this Partnership Agreement;
- E. Serve as the Board of Directors of a nonprofit Oregon corporation, which shall be the grant recipient and administrative entity for the Eastern Oregon workforce area;
- F. Adopt bylaws, which shall be consistent with this agreement;
- G. Inform EOJC on a regular basis of progress in achieving strategic goals and objectives and deliver an annual report on activities during the preceding year;
- H. Hire and evaluate the Eastern Oregon workforce area’s Executive Director, who shall staff both parties;

- I. Develop and oversee the Eastern Oregon workforce area's annual budget and expenditures;
- J. Adopt policies, procedures, including but not limited to accounting and monitoring systems, necessary to ensure accountability and compliance with Federal, State and local laws, rules, grant terms and agreements;
- K. Purchase insurance, to the extent it is available, to reasonably cover risks and liabilities;
- L. Solicit and accept public and private funds and enter into agreements with public or private organizations to carry out its functions;
- M. Maintain strong linkages with local governments, educational and economic development agencies;
- N. Procure and award workforce area contracts, make purchases and enter into leases as authorized by the budget;
- O. Establish and maintain a system for accurately tracking customers, services and accomplishments;
- P. Maintain a system to hear and resolve grievances and complaints brought by customers and other interested parties;
- Q. Provide for independent comprehensive financial and compliance audits of all funds and accounts as required by grant agreements and by the Comptroller General of the United States. Audit costs shall be the responsibility of the Workforce Board. Copies of audit and monitoring reports shall be promptly furnished to the EOJC;
- R. Comply with all applicable Federal, State and local laws, rules, policies and procedures. In the event liability for Eastern Oregon's workforce expenditures or operations occurs, the following priorities shall apply:
 - i. First Priority: The Workforce Board shall attempt to recover funds from the contractor, agent for third party causing the liability;
 - ii. Second Priority: The Workforce Board shall attempt to recover funds from an insurance carrier or bond issuer;
 - iii. Third Priority: The Workforce Board shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
 - iv. Fourth Priority: The Workforce Board shall repay the liability from its unrestricted funds.

3. EOJC RESPONSIBILITIES

- A. The EOJC Chair shall appoint Workforce Board members in accordance with WIOA, State policies, EOJC bylaws and the EOJC Intergovernmental Agreement.
- B. The EOJC shall review and approve the Eastern Oregon workforce area's strategic workforce plan and annual budget, including major modifications thereto.
- C. The EOJC shall perform oversight and other responsibilities assigned to local elected officials pursuant to WIOA, State policies and the EOJC Intergovernmental Agreement.

4. CODE OF CONDUCT: The Workforce Board and the EOJC shall mutually agree upon and adopt a Code of Conduct covering all Eastern Oregon workforce area activities and expenditures.
5. DISPUTE RESOLUTION: If a dispute arises between the Workforce Board and the EOJC, each party shall select two members to meet and attempt to resolve the dispute. The meeting shall be chaired by a neutral party who shall be a hearing officer employed and 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 chair shall, in the case of a deadlock, cast the deciding vote. The decision shall be binding upon the Workforce Board and the EOJC.
6. REBRANDING

The Workforce Board and the EOJC may elect to "rebrand" by changing either or both of 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

7. DURATION

This agreement shall take effect when authorized by the Workforce Board and EOJC. Either party may withdraw from this agreement by giving advance written termination notice on or before December 31st. Termination shall be effective at midnight of the following June 30th, the end of the workforce program year.

The parties agree to each of the terms of this Partnership Agreement by signing below.

Workforce Board Chair: Susan Cadelun Date: 3/27/15

EOJC Chair: Susan Roberts Date: 19 March 2015