

Memorandum of Understanding
Region #1 serving
Columbia, Clatsop and Tillamook Counties

Agreement between Regional Workforce Investment Board (RWIB)
and Participating Workforce Partners within Region #1

Pursuant to the Workforce Investment Act of 1998 (WIA)

Parties:

The parties to this Memorandum of Understanding (MOU) are:
Region #1 Workforce Investment Board

Sheila Semling, Chair
1804 Columbia Blvd
St. Helens, Oregon, 97051

Rita Bernhard, Columbia County Commissioner
230 Strand Street- Room 331
St. Helens, Oregon 97051

Lylla Gaebel, Clatsop County Commissioner
800 Exchange Street
Suite 310
Astoria, OR 97103

Charles Hurliman, Tillamook County Commissioner
201 Laurel Avenue
Tillamook, Oregon 97141

Management & Training Corporation- Fiscal Agent/One Stop Operator/Staff
250 36th Street
Astoria, Oregon 97103
Director: Julie Gassner

Final Approval: December 15, 2005
Final Approval: October 10, 2000

Mandated and Inclusive partners.

WIA Program- Title I-B
Employment/Veterans/UI/ NAFTA/Trade Act
Welfare to Work/TANF- Department of Human Services/Self Sufficiency
Carl Perkins- K-12 Education
Vocational Rehabilitation Department
Adult Basic Education/Carl Perkins- Community College (2)
Regional Economic Development
Title V Older American Act

(See attached document MOU 3- RWIB Charter)

Purpose:

The purpose of the Region #1 *Memorandum of Understanding* is to ensure that a One Stop System is maintained in Region #1. All services shall be designed with a customer focus and in support of Oregon's Workforce Benchmark of "Developing a World class Workforce by the year 2010."

The partners in Region #1 have already valued and developed a One Stop approach. With leveraged services and funding over the past 15 years, partners are well established for joint ventures. The passage of the Workforce Investment Act only serves to mandate the continuance of the well established partnerships within the region.

Provision of Customer Services:

In Region #1, two fully operational One Stop locations are in existence and located at: Clatsop County WorkSource Oregon One Stop, 450 Marine Drive, Astoria, OR 97103 and Columbia County WorkSource Oregon One Stop, 500 N. Columbia River Hwy, St. Helens, OR 97051. Region #1 additionally has one Affiliate One Stop located at: Tillamook County WorkSource Oregon One Stop, 3600 East Third Street, Suite B.

Partners located on-site, or connected electronically are:

Oregon Employment Department**
Management & Training Corporation**
Department of Human Services- Self Sufficiency**
Community Colleges**
Vocational Rehabilitation**
Northwest Oregon Housing Authority
Tongue Point Job Corps Center
Experience Works**
Child Care Resource and Referral/ Caring Options

In addition, several other partners work closely with the above co-located partners.

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* *Services provided by major partners are shown on attached matrix. (MOU 1)*

***Mandated Partners*

Referral Methods:

To ensure universal access for all customers, (job seekers, as well as employers), partners will utilize several methods of referral within the Region #1 One Stop System. Value added referrals and services for all population groups can be achieved.

Customers will access all levels of services in the One-Stop through interagency referrals. Additionally through, collaboration with community agencies, self referrals, KIOSKS, web-site and internet information and co-location with partner agencies, including the use of TTY and ASL, participants and employers have comprehensive access to services.

All partners will conform with ADA and Section 504 of the Rehabilitation Act to meet the employment and training needs of customers with disability-related barriers. Additionally, partners will continue to develop services to meet the variety of culturally diverse customers who may access the system.

Organizational Requirements:

Specific organizational requirements and methods are described in the *Region #1 Regional Unified Workforce Plan*. Basic responsibilities are as follows:

Regional Chief Elected Officials-

Oversight and responsibility for selection of Board members, fiscal agent, staff to the Board

Regional Workforce Investment Board-

Provides oversight, input, and approves plans and services to the region. The RWIB recommends and approves members for the Oregon Workforce Alliance Board.

Partners-

Collaborate and provide services to job seekers and employers. Partners leverage funding and services.

Fiscal Agent-

Responsible for all financial matters, cash draw downs, accounting, procurement and fiscal management for Title I-B.

Staff to Board-

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Coordinate meeting agenda, location, minutes and communication with partners.

One Stop Operator-

Collaborate with partners to ensure quality assurance, resource sharing agreement, reporting of performance and program compliance.

Staffing of the One-Stop Centers will be provided by each agency providing services. The provision of any shared staffing or services will be provided for through joint agreements between partners. Multiple funding relationships and staff sub-contracting occur at this time.

Annual, interagency cross-training and technical assistance will be offered by partners. Training will continue to enhance services and ensure continued improvement and excellent customer service. Job Seeker, as well as Employer Surveys have been used on an ongoing basis to improve services and respond to customer needs.

Specific agency complaints, EEO compliance and agency specific eligibility requirements are the responsibility of the agency.

All financial matters, cash draw downs, accounting, procurement and fiscal management for Title I-B will be handled by the One Stop Operator/Board Fiscal Agent, in concert with the Board and Local Elected Officials. A well established system is currently in place by the fiscal agent.

With minor adjustments for new regulations, the system should serve to meet and maintain contract compliance.

Confidentiality:

All partners in the one stop sign and update annually the Confidentiality Intergovernmental Agreement.

Reporting & Performance:

Yearly performance goals will be established in accordance with State and Federal requirements. It is the responsibility of all partners to work collaboratively to ensure timely and accurate data collection.

Resource Sharing:

See Attached document (MOU 2)

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Fee for Service:

Fee-for-Service is allowable in the Act and the funds generated by fees may go to improving the scope and quality of customer services. Fee-for-Service is considered an appropriate adjunct activity to supplement, but not duplicate, funded WIA or other tax supported programs provided by One-Stop partnerships. Partners are required to assure the local board that any customer is not being charged a fee for a core service that is to be made universally available under WIA or other services funded through public tax dollars.

Liability - Indemnity:

For this 3-county region, Management & Training Corporation has been designated as the Regional Sub-Grant Recipient. TOC requires the following of Regional Sub-Grant Recipients:

The regional sub-grant recipients shall carry insurance and bonding appropriate for business under Oregon law, and sufficient enough to protect the counties from liabilities arising out of activities under agreements with The Oregon Consortium.

Liability and Indemnification Specifics:

(Source: Governor's Office of Education and Workforce Policy, Memorandum dated February 15, 2000.)

The political jurisdiction(s) of the chief elected official(s) in a local workforce investment area is liable for any misuse of the Workforce Investment Act (Act) grant funds allocated to the local area under sections 128 and 133 of the Act. 20 CFR B 667.705.

Responsibility for Funds Provided Under Title I of the Workforce Investment Act.

See Above.

Responsibility for Other Funds

Each party is liable for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement. Each party is liable for, and shall indemnify the other parties' for, any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

Responsibility for Torts

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Each party shall be responsible only for the tortious acts, omissions or negligence of its own officers, employees or agents. Subject to Article XI, section 7 or 10 of the Oregon Consortium, if the party is the State or a county, it is responsible only to the extent required by the Oregon Tort Claims Act, ORS 30.260 to 30.300. If the party is any other "public body," as defined in ORS 30.260, it is responsible only to the extent required by the Oregon Tort Claims Act.

Responsibility for Comprehensive Liability Insurance and Property Damage Insurance

Each party to this Agreement shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' tortious acts, omissions or negligence under this Agreement. Any "public body," as defined in ORS 30.260 may satisfy these requirements in any manner allowed by ORS 30.282. Such public body liability and property damage insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. For all other parties, the insurance shall have a combined single limit per occurrence of not less than \$1,000,000.00. Insurance coverage may not be canceled, materially changed, reduced or not renewed without 30 days prior written notice from the party to the Governor's office. In the event of unilateral cancellation or restriction by the insurance company of the insurance policy, the public body or other party shall immediately notify the Governor's office verbally and in writing.

Responsibility for Employment and Other Related Benefits and Deductions

Each party shall perform under this Agreement as an independent contractor. Each party, with respect to its officers and employees, shall be exclusively responsible for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, unemployment insurance coverage and contributions to the Public Employees Retirement System, if contributions are required.

No Third Party Beneficiaries

The parties signing this Agreement are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.

Period:

This Memorandum of Understanding for Region #1 shall be in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA). It is anticipated that yearly adjustments and modifications will be made by the partners and Workforce Investment Board to ensure continuous improvement and optimum services to citizens of the region, and as new fiscal opportunities or yearly allocations become available.

Disputes/Resolution:

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Disputes relating to this MOU shall be resolved in the manner prescribed in the following State adopted policy:

It is the policy of the State of Oregon that as much as possible, impasses that prevent the area/regions from agreeing on the contents of a Memorandum of Understanding should be resolved at the local/regional level. The assistance of the state is to be sought as a last resort, and such assistance must be requested by the local partnership.

Level One Resolution: Local Partners. Since client services are delivered at the local/regional level, the OWIB recognizes the importance of resolving impasses in the organization and administration of the One-Stop system at that level. It is anticipated that most difficulties can be resolved among the partners at that level. Mediation may be used; the state will maintain a list of qualified mediators from which the local partners may choose.

Level Two Resolution: Local Boards. If local partners, acting in good faith, are unable to resolve an impasse, the impasse must be taken to the local/regional board for resolution before requesting state-level assistance. Action taken to resolve the impasse must be reflected in the minutes of the local/regional board. They will offer, if requested, technical assistance on resolving the matter (including facilitating a conversation between workforce investment board chairs and staff and how they have addressed the impasse issue).

Level Three Resolution: State Assistance. If substantive impasses remain after a good-faith effort has been made at the local/regional board level to resolve issues, the board and relevant One-Stop partners may request assistance in the resolution process from the Department of Community Colleges and Workforce Development. The request shall be written and include impasse issue(s). Documentation supporting the issue(s) shall accompany the request. Documentation shall also include the record of attempts to resolve the issues at the other levels.

Within 30 days of receipt of the written request:

(a) if the impasse relates to a matter that involves the state workforce partners, the CCWD will present the impasse and supporting documentation to the Workforce Policy Cabinet for resolution. If the Cabinet cannot resolve the issue with local approval, a qualified mediator on a list of 10 mediators, previously approved by state and local partners, will be selected through an alternate strike process. (b) if the matter does not involve state partners, then the CCWD would refer the matter to a mediator selected randomly from the previously approval list of mediators. The CCWD shall consult with the Office of State Mediator to give assistance in managing this process.

Last Step: Binding Arbitration. If process/mediation at level three fails, the matter will be resolved through binding arbitration. Again, the local and state workforce partners will submit names of acceptable arbitrators and one will be selected off of an approved list through an alternate strike process and will be charged with resolving the matter in accordance with any level or budgetary restriction on the partners.

Amendment:

The terms of this MOU shall not be waived, modified or supplemented in any manner without

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the discussion and written agreement of the Board and partners in Region #1. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. All decisions must be agreed upon by a majority of the parties involved. Any amendments to the MOU will be reviewed and approved by the State.

Severability & Termination:

Reference to funds identified in support of this MOU is contingent upon receipt of those funds by the partners. Any partner may withdraw from this Agreement in the event that funding is either eliminated or reduced such that the partner can no longer continue its participation in this Agreement. Such withdrawal shall be effective upon written notification to the Region #1 Board Chair of the lack of funding. Any partner may withdraw from this agreement at any time by giving written notice of their withdrawal to the Region #1 Board Chair at least 30 calendar days prior to the effective date of withdrawal. Upon the withdrawal of any partner, the costs associated with this Agreement shall be reallocated by among the remaining partners, and this Agreement shall be modified, in writing accordingly. This Agreement may be terminated at any time upon written agreement of all the parties hereto.

Compliance with The Law

Each signatory to the MOU which is a recipient of federal financial assistance as defined in 29 CFR sec. 37.4 assures that it will comply with:

1. The state's Methods of Administration approved by the federal Department of Labor (located at www.workforce.state.or.us); and
2. The nondiscrimination and equal opportunity provisions of the following laws:
 - a) Section 188 of the Workforce Investment Act (WIA) and 29 CFR Part 37 which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief and against beneficiaries on the basis of either citizenship/status as lawfully admitted immigrants authorized to work in the United States or participation in any WIA Title I financially assisted program or activity;
 - b) Title VI of the Civil Rights Act of 1964 as amended (42 USC Sec. 2000d et seq.), which prohibits discrimination on the basis of race, color and national origin;
 - c) Section 504 of Rehabilitation Act of 1973 as amended (29 USC 794), which prohibits discrimination against qualified individuals with disabilities;
 - d) Age Discrimination Act of 1975 as amended (42 USC Sec. 6101 et seq.), which prohibits discrimination on the basis of age; and
 - e) Title IX of the Education Amendments of 1972 as amended (20 USC Sec. 1681 et seq.), which prohibits discrimination on the basis of sex in educational programs.

Authority and Signatures:

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing,

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1. For the Region #1 Workforce Investment Board:

Sheila M. Semling
Signature and date

2. For the Chief Elected Officials:

Ed Aebel Clatsop County
Signature and date

Steve M. Stuchard Columbia County
Signature and date

Charles D. Hubert Tillamook County
Signature and date

3. For the Fiscal Agent/One Stop Operator:

[Signature] 2/2/04
Signature and date

4. Mandated Partners:

WIA Title IB Operator

[Signature] 2/2/04
Signature and date

Oregon Employment Department

[Signature] 2/2/04
Signature and date

Department of Human Services- Self Sufficiency

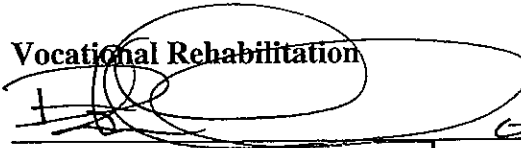
[Signature] 2/3/06
Signature and date

Community Colleges (Carl Perkins) Adult Basic Education (Title II of WIA)

[Signature] 2/6/06
Signature and date

Signature and date

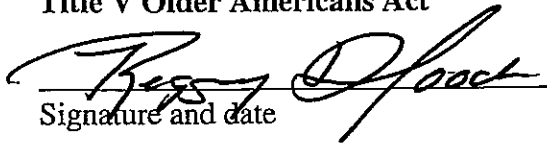
Vocational Rehabilitation



Signature and date

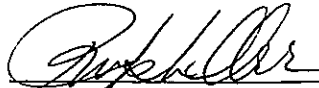
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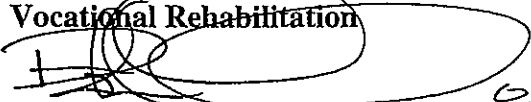
Title V Older Americans Act



Signature and date

02-06-06

 2-14-06
Signature and date

Vocational Rehabilitation
 02.06.06
Signature and date

Title V Older Americans Act

Signature and date

Attachment I

Service Delivery Matrix

**OREGON UNIFIED WORKFORCE PLAN
SYSTEM PARTNERS
MATRIX OF FUNDING SOURCES AND POPULATIONS SERVED**

	<i>Workforce Investment Act</i>						
	Title I	Title II	Title III	Title IV			
FUNDING SOURCE SERVICE FOCUS AND PARTICIPANT CHARACTERISTICS	Youth, Adult and Dislocated Workers I	Adult Education and Literacy	Wagner-Peyser-Employment Job Service	Vocational-Rehabilitation	Carl Perkins Voc. Tech. Ed Act	Department of Human Services Self Sufficiency	Title V Older Americans Act
PRIMARY SERVICE FOCUS (C)ore; (I)ntensive, (T)raining, (P)rogram	CITP	IT	C	I	T	I	ITP
OTHER SERVICE FOCUS (C)ore; (I)ntensive, (T)raining, (P)rogram		CTP		CT	IP	CT	
PARTICIPANT CHARACTERISTICS OF TARGETED POPULATIONS	Youth/Adult	Adult	Adult	Adult	Youth-gr. 7-12 & Adults	Adult	Seniors over age 55
• Disabled	X	X		X	X	X	X
• Economically Disadvantaged Families, including foster Children	X	X			X	X	X
• Educational Achievement Barriers (Limited English Proficiency etc.)	X	X			X	X	X
• Educational Disadvantaged	X	X			X	X	X
• Low Literacy Skills	X	X				X	X
• Secondary School Credential, Without	X	X			X	X	X
UNIVERSAL SERVICE TO ALL CLIENTS	X		X	X			

Workforce Investment Act							
	Title I Youth, Adult and Dislocated Workers I	Title II Adult Education and Literacy	Title III Wagner-Peyser- Employment Job Service	Title IV Vocational- Rehabilitation	Carl Perkins Voc. Tech. Ed Act	Department of Human Services Self Sufficiency	Title V Older Americans Act
PARTICIPANTS TARGETED FOR SERVICES							
CURRENT WORKFORCE (ALL)		X	X				
• Underemployment/Low Income	X	X	X			X	X
• Migrant/Seasonal Workers	X	X	X			X	
TRANSITIONAL WORKFORCE (ALL)		X		X			
• Dislocated Workers	X	X	X				
• Displaced Homemakers	X	X			X		
• Homeless	X	X				X	
• Incarcerated/Offenders	X	X			X		
• Nontraditional Training and Employment	X	X			X		
• Older Individuals	X	X					X
• Recipients of Public Assistance	X	X					
• Single Parents (Single Pregnant Women)	X	X			X	X	
• Unemployment Insurance Claimants			X				
• Veterans	X	X	X				X
• Vocational Technical Education Programs					X		
• Welfare to Work/TANF	X	X				X	
EMERGING WORKFORCE (ALL)		X		X			
• Out-of-School Youth	X	X					
• Teen Parent Program						X	

• Vocational Technical Education Programs								X	
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Definitions:

Core-Services—(definition from Employment Department work)
Intensive Services—(definition for Adult and Family Services work)
Training Services—(definition from Department of Community Colleges and Workforce Development work)
Program Services—Services focus on improvement and leadership for programs that serve participants (example: staff development, case management, connections between education and workforce sectors, etc.)

Attachment II

Resource Sharing Agreement (RSA)

Resource/Cost Sharing Agreement
Region #1 – Clatsop, Columbia and Tillamook Counties
7/1/05 - 6/30/06 (Year 3)
(Addendum to MOU)

1. Overview & Purpose:

The purpose of this Agreement is to establish the terms and conditions under which the Region #1 One Stop Delivery System participating organizations will share resources in the One Stop. Participating organizations are listed below, and all notices regarding this Agreement shall be given to the following: Management & Training Corporation (Fiscal Agent), 250 36th Street, Astoria, OR 97103.

2. Location of One Stops:

The two One Stops in Region #1 are located at:
 Columbia County, 500 North Columbia River Hwy. Suite 300, St. Helens, OR 97051
 Clatsop County, 450 Marine Drive, Suite 140, Astoria, OR 97103

3. Parties to the Agreement:

The following partner organizations have agreed to provide services through the Region #1 One Stop Delivery System and to share such costs that are of mutual benefit:

<u>Partner Organization</u>	<u>Primary Funding Stream</u>
Clatsop Community College	Carl Perkins, Title II ABE
Management & Training Corporation (MTC Works)	WIA Title IB
Department of Human Services Self Sufficiency Program	TANF, Partner Served Food Stamps
Oregon Employment Department	WIA Title III (Wagner-Peyser), UI, Veterans, TAA/NAFTA
Vocational Rehabilitation	WIA Title IV

While other organizations may exist in the One Stop location they are outside the scope of this RSA.

4. Definition:

Fiscal Agent: The One Stop Fiscal Agent is responsible for the billing and payment of shared costs, contract execution, the Five Year Workforce Plan and the MOA Administration. The fiscal agent for Region #1 is Management & Training Corporation. The Administrative entity for Region #1 is The Oregon Consortium, with approval by the Region #1 Regional Workforce Investment Board.

5. Identification of Costs:

Direct Charge Costs:

Partners individually pay their own rent, personnel, utilities, maintenance, phones, equipment and supplies, resource room rent and maintenance, receptionists, unless such items are included in joint activities or expenditures.

Shared Charge Costs:

Shared costs of the One Stop Center system are those costs which benefit multiple partners. Below is the list of identified shared costs, the dollar value assigned and the benefit derived by each partner.

The concept of costs allowable under more than one program may be allocated in part to each program using a standard allocation base, in part to each program using a discretionary amount, or in total to one program as referenced in OMB A-87, Attachment A, paragraph C.3.c and ASMB C-10.

<u>COST ITEM</u>	<u>ANNUAL COST</u>	<u>BENEFIT</u>
A. Job Fairs (2)/Employer Seminars	\$ 3,420.00	All
B. Brochures	\$ 698.00	All
C. One Stop Coordination	\$ 7,000.00	All
Total	\$ 16,118.00	

In the event estimated client head counts are more or less than their estimated count, agencies are still responsible for their share of costs as stated in this agreement, based upon the agreed cost allocation methodology.

Method of Allocation:

A methodology of equitably distributing each entity's share of the costs and expenses of the delivery of services amongst the organizations in the system was developed. Cost allocation for each partner will be determined by participants served in PY05 by each agency resulting in an equitable distribution of shared costs. Information will be obtained from each partner. All partners will adjust numbers to arrive at realistic numbers for the base allocation. Each partner submitted new, estimated numbers to the fiscal agent. After several meetings of the partners, shared cost activities were narrowed down to only the 3 categories. Upon review, it became apparent that other considered costs were not accepted as shared costs by consensus or methodology and therefore were excluded from consideration.

In the event estimated costs exceed, or are less than actual costs, agencies are still responsible for their share of costs as stated in this agreement, based upon the agreed cost allocation methodology.

The One Stop Operator, in concert with the One Stop Partners, has been identified as the entity responsible for tracking the shared costs and application of the resource methodology. The One Stop Operator is responsible for oversight and review of shared costs, as well as monitoring of the allocation methodology and funding information. The One Stop Partners, are responsible for, and have the authority to, develop a system to

manage the progression of customers from Core to Training Services. In the event, a shared item of cost exceeds the estimated budget stated in this agreement, prior approval from the partners is required before the item or service can be secured. Total cost in excess of this agreement shall be born by the partners. All notices regarding this Agreement shall be sent to the One Stop Operator c/o Lori Bell, MTC Works, 250 36th Street, Astoria, OR 97103

Cost Allocation Plan:

Below are the estimated numbers of participants for program year 2005 for budgetary purposes only which will be reconciled to actual on a quarterly basis.

	Participants	%	Allocation of costs
MTC			
OED			
VRD			
CCC			
DHS			
Total			

5. Resource Sharing Plan:

Each Region #1, One Stop Partner agrees to pay the appropriate share of shared costs, which may be other than cash, in the following manner:

Partner One Stop Contributions of Goods and Services						
	MTC	OED	VRD	CCC	DHS	Total
A. Job Fair/Employer Workshops		\$6,325	\$645	\$322	\$1,128	\$8,420
B. Brochures/Marketing	\$645	\$53				\$698
C. One-Stop Coordinator		\$7,000				\$7,000
Sub-Total by Partner	\$645	\$13,378	\$645	\$322	\$1,128	\$16,118
Percentages						
	TOTAL					\$16,118.00

- a) Includes 2 Job Fairs, one in each county, and 4 Employer Seminars. OED pays for the staffing - .08 FTE (1 month) and materials for the Job Fairs and Seminars through their Community Development funding. VRD will provide one of the Employer Seminars on Accommodating Special Needs in the Workplace. CCC sponsors and contributes staff time to the Clatsop Job Pair and seminars and DHS contributes staff for both.
- b) MTC produces all One Stop Brochures and flyers for seminars. Costs include paper, ink, and distribution of marketing materials.

- c) OED pays for .17 (@ 1/7 FTE.) Of the staff's total time - (only the portion attributed to the One Stop.) and a proportional amount of office space for the One-Stop Coordinator.

6. Reconciliation and Adjustment Process:

The partners recognize that modification may, and likely will be, necessary during the period of the Resource Sharing Agreement. The partners in the Resource Sharing Agreement will undertake modification of the Agreement collaboratively. Any modifications to this Agreement, to be valid, must be in writing and signed by all the partners. Oral modifications shall have no effect. If any provision of the Agreement is held invalid, the remainder of the agreement shall not be affected.

All payments shall be made or identified with the Fiscal Agent. No costs will be incurred until agreement is signed by all partners. Partner non-payment will be referred to the Regional Workforce Investment Board for collection. All invoices for costs incurred will be provided to the Workforce Investment Board for approval by the Board if requested. All non-cash payments will be documented and reserved by the Fiscal Agent for audits or other reconciliation's.

In the event program income is earned at the On-Stop as a result of shared costs or activities, then that income must be distributed to all partner organizations that participated in the activity or costs and allocated in the same proportion. Program income will be used to reduce each partner's share of costs or resources needed to fund the shared costs identified in this agreement so long as it is allowable under the partners' authorizing statues and regulations.

Reconciliation to actual costs will occur quarterly. Final reconciliation can be realized through the payment of cash.

Dispute Resolution Process:

The parties to the Resource Sharing Agreement shall first attempt to resolve all disputes by way of the One-Stop Partners. Any party may call for a meeting of the committee to discuss and resolve disputes. Disputes shall be resolved by 2/3 majority consent of the Committee.

Should the resolution efforts fail, the One-Stop Partners shall refer the dispute to the Region #1 RWIB within 15 days of failure to resolve the dispute. The decision of the Region #1 RWIB will be final and binding unless such decision is in contradiction of applicable state and federal laws or regulations governing the partner agencies.

This agreement will be interpreted under Oregon and Federal Law. The individual signing this agreement on behalf of his/her agency has the authority to do so. Each agency warrants that it will comply with all Federal and State laws, regulations and policy that apply to this Agreement.

Termination:

Withdrawal from the agreement requires ninety calendar days written

notice to the other partners and thirty calendar days in the event of a major financial shortfall or non-appropriation of funds. Furthermore, upon the withdrawal of any agency, the future costs associated with this Agreement shall be reallocated among the remaining agencies, and this Agreement shall be modified, in writing, accordingly.

Dates Resource Sharing Agreement is in Effect:

July 1, 2005 through June 30, 2006

This agreement becomes effective upon date of signatures and shall continue without disruption unless a new agreement is executed by June 30th annually.

Relationship to MOU:

The Resource Sharing Agreement exists as an Addendum to the Region #1 Memo of Understanding.

The Partners have agreed to:

- ▶ integrate the shared costs as identified in this agreement associated with the Region #1 One Stops and use a single allocation base to distribute the costs
- ▶ that access to the One Stop shared activities is of benefit to all participating partners
- ▶ the total shared costs of the One Stops are allocated to all participating partners by designated percentages of numbers served between July 1, 2005 through June 30, 2006 (PY05)
- ▶ all terms of this agreement by signing below:

Authorizing Signatures

Clatsop Community College
President

Date

Oregon Employment Department
Manager

Date

Vocational Rehabilitation
Branch Manager

Date

MTC Works
Director

Date

Department of Human Services
SDA Manager

Date