

MEMORANDUM OF UNDERSTANDING

For the Provision of Services under the Workforce Investment Act in the
Region 9 Workforce Region of the State of Oregon, a designated Sub-
Region of The Oregon Workforce Alliance Workforce Investment Area

ORIGINAL

This Memorandum of Understanding (MOU), made on the 1st day of July, 2004, is an operational agreement entered into by the **Region 9 Workforce Investment Board (R9WIB)**, the **Chief Local Elected Official (LEO)** who represents the Workforce Region, and the **Workforce Development Partner Organizations (Partners)** listed in Section III below.

WITNESSETH:

WHEREAS, the United States Congress has established the **Workforce Investment Act (WIA)** (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, the Workforce Investment Act (WIA) charged the State of Oregon with the establishment of local workforce areas; and

WHEREAS, the Chief Local Elected Official represents Hood River, Gilliam, Sherman, Wasco and Wheeler counties which comprise the Region 9 Workforce Region; and

WHEREAS, the Region 9 Workforce Region has been designated as a Sub-Region of The Oregon Consortium/Oregon Workforce Alliance, a 23-county Workforce Investment Area;

WHEREAS, the Region 9 Workforce Investment Board and Local Elected Official oversee the implementation and administration of WIA within the region; and

WHEREAS, the Columbia Gorge Community College has been designated as the Fiscal Agent for the Region 9 Workforce Investment Board; and

WHEREAS, the Mid-Columbia Council of Governments has been designated as the Regional Sub-Grant Recipient of Title 1B funds for this five-county region.

NOW THEREFORE, it is mutually agreed:

I. Purpose of Agreement:

The purpose of this Memorandum of Understanding is to provide a framework for the delivery of comprehensive workforce development services to the job seeker and employer communities of the region. The regional Workforce Investment system has been designed to promote collaborative employment & training strategies reflecting the particular needs of the region's local and regional economies. The system is built upon a framework of service delivery through the certified One-Stop Centers, affiliate sites and a collaborative network of Partner Organizations.

To ensure that these services are of the highest quality and meet the expressed needs of Workforce customers, the Region 9 Workforce Investment Board has established the following mission and guiding principles for Workforce Development service delivery:

Mission:

Contribute to Oregon's vision of creating the best workforce in the nation and equal to any in the world by focusing federal, state and local resources on locally-determined needs through an effective One-Stop delivery system.

Guiding Principles:

The participants in the Region 9 Workforce Delivery System will:

- Operate an innovative, adaptive, and customer driven organization through continuous improvement
- Provide services to our customers based upon individual needs and choices
- Provide services that are competitive and valued
- Focus on outcomes that are measurable and results oriented
- Respond to changing labor market conditions, customer profiles, and program regulations
- Value our employees and their contributions to this organization
- Provide a respectful, safe, and caring environment for internal and external customers
- Develop/maintain working partnerships with other community and state organizations

II. Duration of Agreement

This MOU will commence on July 1, 2004 and shall remain in effect until June 30, 2005. Unless the regional Workforce Board determines otherwise, this Agreement will automatically renew for additional one-year increments, beginning July 1, 2005.

III. Partner Organizations that are Parties to this Agreement

A Partner is an entity which receives a grant or administers a human resource program for job seeker or employer participants of the Workforce Investment system, whether at a Certified One-Stop Center or at another location. Required Partners are entities designated by Section 121 of the Workforce Investment Act of 1998 and by CFR§662.200. Additional Partners to this Agreement may be so designated by the Region 9 Workforce Investment Board.

Partner Organizations:	Representing:
1. Mid-Columbia Council of Governments	Programs authorized under WIA Title I serving Adults &/or Dislocated Workers
	Programs authorized under WIA Title I serving Youth
	TANF/JOBS/FS E&T Principal Contractor
	Senior Community Service Employment Activities of Title V of the Older Americans Act of 1965
2. Employment Department	WIA Title I, Section 167 Migrant & Seasonal Farm worker programs
	WIA Section 121(b)(1)(B)(i) Veterans Workforce Programs
	Wagner Peyser Act-Employment Services
	Trade Act of 1974
	Veterans Employment Representative and Disabled Veterans Outreach Activities authorized by Chapter 41, Title 38, United State Code
	State Unemployment Compensation Activities
3. Columbia Gorge Community College	WIA Title II Adult Education & Literacy Programs
	Postsecondary Vocational Ed. Activities of the Carl Perkins Vocational & Applied Technology Act
4. Office of Vocational Rehabilitation Services, Department of Human Services, Children, Adults and Families	WIA Title IV

5. Department of Human Services, Children, Adults and Families	TANF Programs authorized by Title IV, Part A of the Social Security Act; Employment & Training & Work Programs of the Food Stamp Act, Sections 6(d)(4) and 6(o)
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IV. Workforce System & Services

Workforce services are provided through a network of partner organizations and service providers. The region has certified One-Stop Centers located in The Dalles with affiliate sites located throughout the five county region in order to minimize the distance customers must travel to receive services. Affiliate One-Stop offices or itinerant staff services reduce the customer commute in remote locations. These include the communities of: Fossil, Condon, Dufur, Hood River, Moro, and Cascade Locks.

The Workforce Partners have designed a collaborative approach to the provision of a wide-ranging array of services to customers, both within the certified One-Stop Centers and through the use of referrals. Each Workforce Partner provides the human resource services listed in the chart on their signature page.

Within the certified One-Stop Centers, customers may use self-directed services or be assisted by staff. The Partners agree to cross training to ensure that this delivery of services is seamless. To enhance this seamless service delivery, each Partner agrees that certain preliminary services may be provided by the staff of any Partner agency upon completion of the cross training. These preliminary services are listed on the signature pages that follow and consist of initial services defined by each of the Partner organizations.

V. Referral Process

All customers receiving services either within the certified One-Stop Centers or at any of the Partner organizations will have access to the full array of workforce development services. The parties have agreed to use referrals between Partners following the processes listed in the paragraph below. Referrals within the Workforce system are based on customer request or choice.

A referral may carried out with a written form, telephone call, or E-mail, and will include the following elements:

- The customer will be given information about a Partner or other organization and its services, eligibility information, name, address, and hours of operation;
- To the extent possible and as requested, staff will assist the customer to make an appointment;
- Staff will follow up with the customer or Partner organization to become aware of the results of the referral and utilize the services of the Partner in managing services with the customer.

VI. Records Maintenance/Access

All parties shall maintain all fiscal records relating to this MOU in accordance with generally accepted accounting principles. In addition, all parties shall maintain any other records pertinent to this MOU in such a manner as to clearly document performance. All parties acknowledge and agree that all state agencies, including Oregon Secretary of State's Office and the federal government and their duly authorized representative shall have access to such fiscal records and other books, documents, papers, plans and writings of all parties that are pertinent to this MOU to perform examinations and audits and make excerpts and transcripts. All parties shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this MOU, or until the conclusion of any audit, controversy or litigation arising out of or related to this MOU, whichever date is later.

VII. Confidentiality

Each party to this Agreement warrants that it will comply with the provisions of the Workforce

Investment Act and other applicable federal and state laws & regulations including but not limited to those relating to confidentiality of customer records.

VIII. Funding

The parties agree to provide funding for the shared costs of the partnership in accordance with the Resource Sharing Plan. The Resource Sharing Plan is incorporated into this MOU by reference as Attachment A.

The Partners assume full responsibility for their respective costs associated with their performance of the terms of this MOU. In no event, except as may be provided in a Supplemental Agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this MOU.

It is expressly understood that this MOU does not constitute a financial commitment, but rather intent to commit specific resources in the future as the partners' allocations and budgets are known and as the Workforce delivery system evolves. The contributions of each partner are intended to be in proportion to the contributions of the other partners. To the extent that the resources contributed become disproportionate, the parties agree to revisit and revise the Memorandum of Understanding.

IX. General Terms & Conditions

Entire Understanding: This Agreement sets forth the full and complete understanding of the parties, as of the date hereof, and relating to the subject matter hereof. It supersedes any and all other agreements, oral or written, made or dated prior thereto.

Modification: This MOU may be modified, revised, or amended by mutual written consent of all the signatory parties based on legislative and system design changes, the addition or loss of parties to the Agreement, Workforce Board direction, or other reasons as agreed to by the parties. The modification will be effective upon the issuance of a written amendment, signed and dated by the parties.

Update of Partner Services: Partners may update the services they provide under this MOU based upon changes in funding, legislation, or system design. Without modifying the entire MOU, a Partner may bring up to date and sign a modification to its service matrix, which is included as its MOU signature page.

Disputes: If disputes arise related to the terms of this MOU, the parties agree to first attempt to come to agreement among themselves. If dispute resolution fails, the parties agree that a decision of the Region 9 Workforce Investment Board Executive Committee will be final.

Termination: Any Partner to this MOU may withdraw from the Agreement with 60 days' prior written notice, showing reasons, to all other parties to the Agreement. In such case, termination by one or more of the parties does not alter the terms or obligations of any other party to the Agreement.

Responsibility for Employees: All employees providing services through the Workforce Investment system remain under the supervision and direction of their respective employing entity. If work-related issues arise, the incident will be reported to the appropriate Partner program supervisor for resolution.

Adherence to Applicable Laws: At all times during the term & performance of this MOU, the parties shall comply with all applicable Federal and State laws, regulations, rules or procedures, as these provisions currently exist, or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this Agreement. Included by reference, but not limited to, in this section are the various Equal Employment Opportunity laws and provisions, the Fair Labor Standards Act, Child Labor Laws and the Occupational Safety and Health Act.

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 the 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.

Regional Sub-Grant Recipient: For this five-county region, the Mid-Columbia Council of Governments has been designated as the Regional Sub-Grant Recipient and agrees to comply with all The Oregon Consortium/Oregon Workforce Alliance requirements of Regional Sub-Grant Recipients.

Responsibility for Employment and Other Related Benefits and Deductions: 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 taxes, workers' compensation coverage, and unemployment insurance coverage.

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 this Agreement.

Supplemental Agreements to MOU: The Partners understand and agree that all of the terms and conditions of this Memorandum of Understanding are binding upon any subsequent Supplemental Agreement between the Partners. The Partners further agree that such Supplemental Agreements (for example, Partner updates as referenced above) shall be in furtherance of and complementary to this Agreement. Copies of any such supplemental agreements shall be provided to all other Partners.

Assignments: If a party to this Agreement assigns any or all duties and responsibilities under this MOU to another entity, the assignor shall require the assignee to abide by the terms of the agreement if they are applicable to that assignee's new duties and responsibilities under the assignment.

The undersigned Partners bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all Partners involved.

X. Workforce Board & Local Elected Official Signatures


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



Craig Schmidt, Chair
Region 9 Workforce Investment Board

11-1-04

Date



Scott McKay, Commissioner
For The Local Elected Officials

11-1-04

Date

XI. Signatures of Partners: The individuals signing this agreement have the authority to commit the party they represent to the terms of this MOU, and do so by signing:

ROBERT W. COLE, EXECUTIVE DIRECTOR 10/25/04
 (name, title) Date

If this is a Partner update, so note, giving date & reason: _____

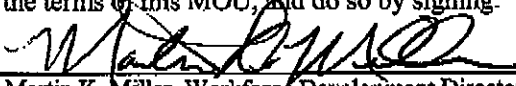
Name of Organization: COLUMBIA COLLEGE COMMUNITY COLLEGE
 Type of Program: _____
 Address, City, State, Zip Code: 400 EAST SCENIC DR.
 Telephone Number: (541) 298-3117 Fax Number: (541) 506-2404
 Web Site: _____ E-Mail Address: rc@ccollege.cuorins

Workforce Development System Services

Check the services your agency provides, either directly or by referral to another One-Stop Partner. Enter an "x" if you provide the services directly, and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "x" and an "R". Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

Preliminary Services		Services Requiring Eligibility		Training Services		Employer Services	
Public Information	X R	Enrollment or Registration	X	Financial Assistance for Training	X	Job Listing	R
Outreach, Recruitment	X R	Diagnostic Assessment	X	Occupational Skills Training	X	Candidate Screening	R
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	R	On-the-Job Training	X R	Candidate Testing	R
Orientation	X	Counseling: Group or Individual	X	Skills Upgrading	X	Job Referrals	R C
Resource Center	X	Case Management	R	Re-Training	X	Space for Job Interviews	X R
Initial Assessment	X	Basic Education, Literacy Training, GED Training	X	Entrepreneurial Training	X	Labor Market Information	R
Workshops	X	English as a Second Language Training	X	Apprenticeship Training	X	Local Economic Development Information	X
Career Information	X	Computer Literacy Training	X	Customized or Workplace Training	X	Employer Incentives	X
Labor Market Information	X R	Job Readiness Training	X	Work Experience, Internship (including Summer Jobs)	X	Employer Seminars	X
Job Search Skills & Information	X	Life Skills Training	X			Job Fairs	X
Job Referrals	X	Supportive Services	R X			Services to Laid Off Workers	X
Labor Market Information	X R	Post Employment or Job Retention Services	X			Outplacement Services	X
Follow-Up	X	Tutoring, Study Skills Training	X			Job Analysis	
Eligibility Determination	X	Leadership Development Activities	X			Focus Groups	X
		Mentoring	X				
		Alternative Secondary School	X				

XL Signatures of Partners: The individuals signing this agreement have the authority to commit the party they represent to the terms of this MOU, and do so by signing:


 Martin K. Miller, Workforce Development Director 1B R9

10/21/04
 Date:10/21/04

If this is a Partner update, so note, giving date & reason: _____

Name of Organization: Mid-Columbia Council of Governments
 Type of Program: 1B Regional Provider
 Address, City, State, Zip Code: 1113 Kelly Avenue, The Dalles, Oregon 97058
 Telephone Number: 541-298-4101 Fax Number: 541-298-2084
 Web Site: Mccog.com E-Mail Address: martym@mccog.com

Workforce Development System Services

Check the services your agency provides, either directly or by referral to another One-Stop Partner. Enter an "x" if you provide the services directly, and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "x" and an "R". Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

Preliminary Services		Services Requiring Eligibility		Training Services		Employer Services	
Public Information	X/R	Enrollment or Registration	X	Financial Assistance for Training	X/R	Job Listing	R
Outreach, Recruitment	X/R	Diagnostic Assessment	X/R	Occupational Skills Training	X/R	Candidate Screening	X
Determination of Program Appropriateness for Customer	X/R	Individual Self-Sufficiency or Employment Plans	X/R	On-the-Job Training	X	Candidate Testing	X/R
Orientation	X/R	Counseling: Group or Individual	X/R	Skills Upgrading	X/R	Job Referrals	X/R
Resource Center		Case Management		Re-Training		Space for Job Interviews	
Initial Assessment	X	Basic Education, Literacy Training, GED Training	R	Entrepreneurial Training	R	Labor Market Information	X/R
Workshops	X/R	English as a Second Language Training	R	Apprenticeship Training	R	Local Economic Development Information	X/R
Career Information	X/R	Computer Literacy Training	R	Customized or Workplace Training	X/R	Employer Incentives	X/R
Labor Market Information	X/R	Job Readiness Training	X	Work Experience, Internship (including Summer Jobs)	X	Employer Seminars	X/R
Job Search Skills & Information	X	Life Skills Training	X/R			Job Fairs	X/R
Job Referrals		Supportive Services				Services to Laid Off Workers	
Labor Market Information	X/R	Post Employment or Job Retention Services	X			Outplacement Services	R
Follow-Up	X	Tutoring, Study Skills Training	X/R			Job Analysis	X/R
Eligibility Determination	X	Leadership Development Activities	X/R			Focus Groups	X/R
		Mentoring	X/R				
		Alternative Secondary School	X/R				

XI. Signatures of Partners: The individuals signing this agreement have the authority to commit the party they represent to the terms of this MOU, and do so by signing:

Roadd L. Freeman Moneys 9-27-04
 (name, title) Date

If this is a Partner update, so note, giving date & reason: _____

Name of Organization: _____
 Type of Program: _____
 Address, City, State, Zip Code: _____
 Telephone Number: _____ Fax Number: _____
 Web Site: _____ E-Mail Address: _____

Workforce Development System Services

Check the services your agency provides, either directly or by referral to another One-Stop Partner. Enter an "x" if you provide the services directly, and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "x" and an "R". Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

<i>Preliminary Services</i>	<i>Services Requiring Eligibility</i>	<i>Training Services</i>	<i>Employer Services</i>
Public Information	Enrollment or Registration	Financial Assistance for Training	Job Listing <input checked="" type="checkbox"/>
Outreach, Recruitment	Diagnostic Assessment	Occupational Skills Training	Candidate Screening <input checked="" type="checkbox"/>
Determination of Program Appropriateness for Customer	Individual Self-Sufficiency or Employment Plans	On-the-Job Training	Candidate Testing <input checked="" type="checkbox"/>
Orientation	Counseling: Group or Individual	Skills Upgrading	Job Referrals <input checked="" type="checkbox"/>
Resource Center	Case Management	Re-Training	Space for Job Interviews <input checked="" type="checkbox"/>
Initial Assessment	Basic Education, Literacy Training, GED Training	Entrepreneurial Training	Labor Market Information <input checked="" type="checkbox"/>
Workshops	English as a Second Language Training	Apprenticeship Training	Local Economic Development Information <input checked="" type="checkbox"/>
Career Information	Computer Literacy Training	Customized or Workplace Training	Employer Incentives <input checked="" type="checkbox"/>
Labor Market Information	Job Readiness Training	Work Experience, Internship (including Summer Jobs)	Employer Seminars <input checked="" type="checkbox"/>
Job Search Skills & Information	Life Skills Training		Job Fairs <input checked="" type="checkbox"/>
Job Referrals	Supportive Services		Services to Laid Off Workers <input checked="" type="checkbox"/>
Labor Market Information	Post Employment or Job Retention Services		Outplacement Services <input checked="" type="checkbox"/>
Follow-Up	Tutoring, Study Skills Training		Job Analysis <input checked="" type="checkbox"/>
Eligibility Determination	Leadership Development Activities		Focus Groups
	Mentoring		
	Alternative Secondary School		

XI. Signatures of Partners: The individuals signing this agreement have the authority to commit the party they represent to the terms of this MOU, and do so by signing:

KENNETH L. DUBOISE - SDA 9 MANAGER 1-31-05
 (name, title) Date

If this is a Partner update, so note, giving date & reason: _____

Name of Organization: Dept. of Human Services - State of Oregon
 Type of Program: Child/Adolescent/Family - DASH
 Address, City, State, Zip Code: 700 Union Street - The Dalles, OR 97058
 Telephone Number: 541-298-4961 Fax Number: 541-296-8221
 Web Site: _____ E-Mail Address: Kenneth.L.DuBoise@OSH.OH.US

Workforce Development System Services

Check the services your agency provides, either directly or by referral to another One-Stop Partner. Enter an "x" if you provide the services directly, and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "x" and an "R". Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

Preliminary Services		Services Requiring Eligibility		Training Services		Employer Services	
Public Information	X R	Enrollment or Registration	X	Financial Assistance for Training	R X	Job Listing	R
Outreach, Recruitment	R	Diagnostic Assessment	R	Occupational Skills Training	R	Candidate Screening	R
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	X R	On-the-Job Training	R	Candidate Testing	R
Orientation	X R	Counseling: Group or Individual	R	Skills Upgrading	R	Job Referrals	R
Resource Center	R	Case Management	X R	Re-Training	R	Space for Job Interviews	R
Initial Assessment	X	Basic Education, Literacy Training, GED Training	X	Entrepreneurial Training	R	Labor Market Information	R
Workshops	R	English as a Second Language Training	R	Apprenticeship Training	R	Local Economic Development Information	R
Career Information	R	Computer Literacy Training	R	Customized or Workplace Training	R	Employer Incentives	R
Labor Market Information	R	Job Readiness Training	R	Work Experience, Internship (including Summer Jobs)	R	Employer Seminars	R
Job Search Skills & Information	R	Life Skills Training	R			Job Fairs	X R
Job Referrals	R	Supportive Services	X R			Services to Laid Off Workers	X R
Labor Market Information	R	Post Employment or Job Retention Services	X R			Outplacement Services	R
Follow-Up	X R	Tutoring, Study Skills Training	R			Job Analysis	R
Eligibility Determination	X	Leadership Development Activities	R			Focus Groups	R
		Mentoring	X R				
		Alternative Secondary School	R				

XI. Signatures of Partners: The individuals signing this agreement have the authority to commit the party they represent to the terms of this MOU, and do so by signing:

ROGER LEMSTROM, FIELD OFFICE MANAGER 2/2/05
 (name, title) Date

If this is a Partner update, so note, giving date & reason:

Name of Organization: OFFICE of VOCATIONAL REHABILITATION SERVICES
 Type of Program: VOCATIONAL REHABILITATION
 Address, City, State, Zip Code: 1230 NE 3RD SUITE A152, BEND OR 97701
 Telephone Number: 541 388 6336 Fax Number: 541 388 6310
 Web Site: _____ E-Mail Address: _____

Workforce Development System Services

Check the services your agency provides, either directly or by referral to another One-Stop Partner. Enter an "x" if you provide the services directly, and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "x" and an "R". Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

Preliminary Services		Services Requiring Eligibility		Training Services		Employer Services	
Public Information	X	Enrollment or Registration	X	Financial Assistance for Training	X	Job Listing	X
Outreach, Recruitment	X	Diagnostic Assessment	X	Occupational Skills Training	X	Candidate Screening	X
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	X	Candidate Testing	X
Orientation	X	Counseling: Group or Individual	X	Skills Upgrading	X	Job Referrals	X
Resource Center		Case Management	X	Re-Training	X	Space for Job Interviews	X
Initial Assessment	X	Basic Education, Literacy Training, GED Training	X	Entrepreneurial Training	X	Labor Market Information	X
Workshops	X	English as a Second Language Training	X	Apprenticeship Training	X	Local Economic Development Information	X
Career Information	X	Computer Literacy Training	X	Customized or Workplace Training	X	Employer Incentives	X
Labor Market Information	X	Job Readiness Training	X	Work Experience, Internship (including Summer Jobs)	X	Employer Seminars	X
Job Search Skills & Information	X	Life Skills Training				Job Fairs	X
Job Referrals	X	Supportive Services	X			Services to Laid Off Workers	
Labor Market Information	X	Post Employment or Job Retention Services	X			Outplacement Services	
Follow-Up	X	Tutoring, Study Skills Training	X			Job Analysis	X
Eligibility Determination	X	Leadership Development Activities				Focus Groups	
		Mentoring					
		Alternative Secondary School					

REGION 9
RESOURCE SHARING AGREEMENT
Memorandum of Understanding (MOU) Attachment A

I. STATEMENT OF PURPOSE

The purpose of this Agreement of the Region 9 One-Stop Partners is to establish the terms and conditions under which the partnership will share resources in performance of their One-Stop System. All notices regarding this Agreement shall be given to the persons designated in the MOU.

II. PARTNER ORGANIZATIONS

The following partner organizations have agreed to provide services through the One-Stop System and to share such costs that are of mutual benefit.

1. Mid-Columbia Council of Governments	Programs authorized under WIA Title I serving Adults &/or Dislocated Workers
	Programs authorized under WIA Title I serving Youth
	TANF/JOBS/FS E&T Principal Contractor
	Senior Community Service Employment Activities of Title V of the Older Americans Act of 1965
2. Employment Department	WIA Title I, Section 167 Migrant & Seasonal Farm worker programs
	WIA Section 121(b)(1)(B)(i) Veterans Workforce Programs
	Wagner Peyser Act-Employment Services
	Trade Act of 1974
	Veterans Employment Representative and Disabled Veterans Outreach Activities authorized by Chapter 41, Title 38, United State Code
	State Unemployment Compensation Activities
3. Columbia Gorge Community College	WIA Title II Adult Education & Literacy Programs
	Postsecondary Vocational Ed. Activities of the Carl Perkins Vocational & Applied Technology Act
4. Office of Vocational Rehabilitation Services, Department of Human Services, Children, Adults and Families	WIA Title IV
5. Department of Human Services, Children, Adults and Families	TANF Programs authorized by Title IV, Part A of the Social Security Act; Employment & Training & Work Programs of the Food Stamp Act, Sections 6(d)(4) and 6(o)

III. ASSUMPTIONS

- A. The Region 9 Resource Sharing Agreement is reflective of the Region 9 One Stop partners long-term, stable, flexible and collaborative composition and its desire to provide workforce activities in a proactive, stable manner.
- B. The partners assume the resource sharing formula will have practical application; that is, the formula will be applied when the board concurs the need; that the actual contributions by each partner will be negotiated at the time of formula implementation based on actual RWIB budgetary needs along with each partner's ability and willingness to participate.
- C. The partners assume for purposes of practical cost allocation methodology, it will divide total program costs by the total of each partner percentage, as outlined in the formula.
- D. As new partners are added, the percentage contribution will be reallocated in the same month.
- E. Partner contributions may be goods and services and negotiated between the affected partners.

IV. DEFINITIONS

Agreement Manager: The person named by the partnership to be responsible for the oversight, monitoring and review of fiscal functions of the Resource Sharing Agreement. Region 9's Fiscal Agent shall be Columbia Gorge Community College (CGCC) effective July 1, 2004 and until further notice. In this capacity CGCC shall also serve as the Agreement Manager.

Cost Allocation Methodology: A methodology of distributing cost among the partnership that determines each partner's share of costs and expenses of the partnership. Examples of cost allocation methodologies are as follows:

- **Direct Charge:** An identifiable cost that is charged directly to the benefiting party.
- **Square Footage Percentage:** Partners are charged costs based upon the percentage of the site square footage used and occupied by each partner relative to the total space used and occupied by the partnership. This figure should also include the partners' use of common area space.
- **FTE Percentage:** Partners are charged costs based upon the percentage of Full Time Equivalent (FTE) employees relative to the total FTE's in the partnership. The percentage may be adjusted quarterly by written agreement of the parties.
- **Utilization Percentage:** Partners are charged based upon the proportionate share of clients served (compared to the workforce system as a whole) in the region or sub-region or center.
- **Equal Access:** Equal access by customers of all partner programs results in equal benefit and equal cost for each partner.

V. SHARED COSTS & BENEFIT FOR THE ONE-STOP SYSTEM IN REGION 9

In Region 9 Workforce services are provided through a network of partner organizations and service providers. The region has certified One-Stop Centers located in The Dalles with affiliate

sites located throughout the five county region.

ITEM OF COST	ANNUAL COST	BENEFIT
RWIB Coordinator (Salary and Expenses)	\$48,000	The Coordinator will enhance the one stop system by coordinating activities of the regional workforce board and one stop partners thereby benefiting all partners.
Marketing	\$775	Residents of Region 9 gain awareness of local universal services thereby benefiting all partners.
One-Stop System Website	\$500	Virtual universal access to all the one-stop programs thereby benefiting all the partners.
TOTAL	\$49,275	

VI. ALLOCATION BASE

The Partners agree that the appropriate method for determining shared costs should be based on the assumption that all partners benefit equally from the items identified as shared costs. Partners can demonstrate the benefit to shared costs in terms of reduced individual program costs.

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.

In the event program income is earned at the One-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 statutes and regulations.

PARTNER	PROPORTIONATE SHARE
	%
Mid-Columbia Council of Governments	20
Employment Department	20
Columbia Gorge Community College	20
Office of Vocational Rehabilitation Services, Department of Human Services, Children, Adults and Families	20
Department of Human Services, Children, Adults and Families	20
TOTAL	100%

VII. COST ALLOCATION

ITEMS	COSTS	CGCC	MCCOG	DHS	OED	VRD
		0.2	0.2	0.2	0.2	0.2
TOTAL COSTS	\$ 49,275	9,855	9,855	9,855	9,855	9,855
RWIB COORD.	\$ 48,000	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600
MARKETING	\$ 775	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155
WEBSITE	\$ 500	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
TOTAL	\$ 49,275	\$ 9,855	\$ 9,855	\$ 9,855	\$ 9,855	\$ 9,885
RWIB FUNDS- STATEWIDE ACTIVITIES FUND	\$ (49,275)	\$ (9,855)	\$ (9,855)	\$ (9,855)	\$ (9,855)	\$ (9,855)
Payments to/(from) Partners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

VIII. RECONCILIATION PROCESS

CGCC will reconcile the one-stop system costs on a quarterly basis and the board will approve the reconciliation report.

IX. BILLING AND PAYMENT

All payments shall be made to the Fiscal Agent. The Fiscal Agent is Columbia Gorge Community College. Billing, if necessary, will occur upon execution of this Agreement. Payment must be received no later than 30 calendar days after receipt of invoice or notice for payment. Costs will be incurred only upon the receipt of payment. Partner non-payment will be referred to the Region 9 Workforce Investment Board for collection. Reconciliation to actual costs will occur quarterly.

X. AGREEMENT MODIFICATION

The terms of this Resource Sharing Agreement shall not be waived, altered, modified or supplemented in any way except upon full agreement by all partners. Any amendments to this Agreement shall be effective only when they are reduced to writing and duly signed by all partners. If any condition of the Agreement is deemed invalid, the remainder of the agreement shall not be affected.

XI. ASSURANCES

Partners to this Agreement shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the scope of this Agreement. Representatives who sign this agreement on behalf of their agency attest that they have the authority to do so.

XII. DISPUTE RESOLUTION PROCESS

If disputes arise related to the terms of this RSA, the parties agree to first attempt to come to agreement among themselves. If dispute resolution fails, the parties agree that a decision of the Region 9 Workforce Investment Board Executive Committee will be final.

XIII. TERMINATION

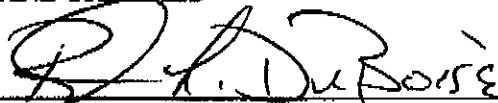
Withdrawal from the agreement requires ninety calendar days written notice to the other parties and thirty calendar days in the event of a major financial shortfall or non-appropriation of funds. Furthermore, upon the withdrawal of any agency, the future costs associated with this Agreement shall be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

XIV. TERMS OF AGREEMENT

This agreement shall take effect July 1, 2004 and will be effective until June 30, 2005. However, this agreement will be reviewed quarterly, and as partnership changes occur, to warrant accuracy.

The partners have agreed 1) to aggregate the shared costs as identified in this agreement associated with the Region 9 One-Stop System and use a single allocation base to distribute the costs; 2) that benefit received is distributed equally among the Partners; 3) the shared costs of the Region 9 One-Stop System are allocated based on benefit received; and 4) to all the terms of this Agreement by signing below:

René DuBoise – DEPARTMENT OF HUMAN SERVICES, CHILDREN, ADULTS
AND FAMILIES



Signature and Date

Robert W. Cole - COLUMBIA GORGE COMMUNITY COLLEGE



Signature and Date

Martin Miller - MID-COLUMBIA COUNCIL OF GOVERNMENTS



Signature and Date

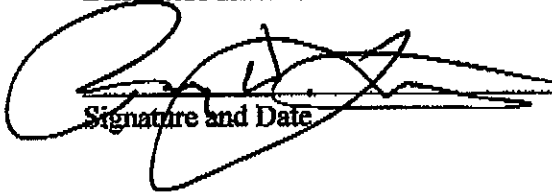
Ronald L. Freeman -EMPLOYMENT DEPARTMENT



9-27-04

Signature and Date

**Roger Lemstrom- OFFICE OF VOCATIONAL REHABILITATION SERVICES,
DEPARTMENT OF HUMAN SERVICES, CHILDREN, ADULTS AND FAMILIES**



9/27/04

Signature and Date