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7-1-07 – 6-30-08
WorkSource Klamath

Resource/Cost Sharing Agreement, Attachment B to the MOU

Statement of Purpose:

The purpose of this Agreement is to establish the terms and conditions under which the Region Eleven One Stop Center's, WorkSource Klamath, participating organizations will share resources in performance of their duties in the One Stop Center. This agreement will be incorporated into The Oregon Consortium and Oregon Workforce Alliance's Memorandum of Understanding as Attachment B. Participating organizations are listed below, and all notices regarding this Agreement shall be given to the following:

Parties to the Agreement:

The following partner organizations referred to as the "Consortium of Program Operators" have agreed to provide services through WorkSource Klamath and to share such costs that are of mutual benefit:

Partner Organizations/Consortium of Program Operators	Primary Funding Stream
Klamath Community College (KCC)	Carl Perkins, Title II ABE
Central Oregon Intergovernmental Council (COIC)	WIA Title IB
Department of Human Services Self Sufficiency Program (DHS) contracting with Klamath-Lake Employment Training Institute, Inc.	TANF, JOBS
Oregon Employment Department (OED)	WIA Title III (Wagner-Peyser), UI, Veterans, TAA/
Oregon Human Development Corp. (OHDC)	WIA 167 National Farmworker Jobs Program
Office of Vocational Rehabilitation Services (OVR)	WIA Title IV

Definitions:

One Stop Operator: The consortium of Program Operators, which includes representatives from WorkSource Oregon Employment Department, Central Oregon Intergovernmental Council and the Oregon Office of Vocational Rehabilitation Services, are recommended by the Region Eleven Workforce Investment Board, with approval from the Local Elected Officials (County Commissioners) as will be considered co-operators of the WorkSource Klamath One Stop Center. The Oregon Workforce Alliance with the agreement of The Oregon Consortium must designate and certify the one-stop operator or consortium of one-stop partners acting as the operator. The One Stop Operator's responsibilities include managing and/or implementing day-to-day operations of the One Stop Partner agencies.

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. The One Stop Agreement Manager is responsible for the billing, tracking and payment of shared costs oversight and review of shared costs, monitoring the allocation methodology and funding information and contract execution.

Timeframe of Agreement

This Agreement shall take effect on the date of last signature by the authorized individual for each One Stop Operator. This agreement shall remain in place from **July 1, 2007 until June 30, 2008 .**

Direct Charge Costs

Partners individually pay (through separate lease agreement with OED) for their own rent, personnel, utilities, maintenance, phones, equipment and supplies.

Shared Cost

Shared costs of WorkSource Klamath One Stop Center are those costs that benefit multiple partners. Below is the list of identified shared costs and the benefit derived by each partner.

SYSTEM COST	ANNUAL COST	BENEFIT
Marketing, Outreach	$2,500	All One-Stop partners agree that they benefit from the costs associated with outreach to the residents of Region 11.
Universal Workshop 175 workshops a year and 350 hours @ $20.00 each (which includes prep time) Workshops will be approved by RWIB.	$7,000	Common staff position providing workshops considered universal services thereby benefiting all of the One Stop System partners.
One Stop Coordinator, 0.25 FTE and .20 FTE to cover breaks, lunch and vacation.	$10,579	Common staff position that provides general orientation and direction to all system partners with the exception of OHDC. Bilingual
TOTAL	$20,079	

CENTER COSTS	ANNUAL COST	BENEFIT
Resource Center Specialist, 0.75 FTE and .20 FTE to cover breaks, lunch and vacation.	$31,737	Common staff position that provides additional assistances beyond providing general information about partners. Resource room specialist will provide direct assistance to customers utilizing resource room. Bilingual
Supplies: paper, ink, etc.	$1,000	All partners agree that they benefit from the availability of center supplies and materials to provide universal services.
TOTAL	$32,737	

One-Stop Coordinator (.25 FTE) -- This individual performs duties that benefit all Partners in the WorkSource Klamath One-Stop delivery system and is responsible for greeting One Stop customers, directing and orientating customers to partner services, the coordination of Partner activities including convening meetings of the Partners, and coordinating special events. Participating partners realize a proportionate share of benefit. Include is also the .20 FTE to cover breaks, lunch and vacation. ($ 10,579.00)

Resource Room Staff (.75 FTE) -- Resource Room Staff provides assistance with services and computers, answers job seeker and employer questions, assist customers with computer and web-cam set up in the KCC room, assists with set up of Video-Professor (MS Word, Excel, Power Point and Quick Book self-tutorial program) and oversees the operations of the Resource Room. Central Oregon Intergovernmental Council, Klamath Community College, Oregon's Office of Vocational Rehabilitation and the WorkSource Oregon Employment Department all realize this benefit. Include is also the .20 FTE to cover breaks, lunch and vacation. ($31,737.00)

The Resource Sharing Agreement Management, Oregon Employment Department, will be the employer of record for the One Stop Coordinator and Resource Room Specialist. The position will be classified by Department of Administrative Services as C0323 Public Service Representative 3 on a Limited Duration job rotation as special contract. Employment will last no longer than 16 months providing Medical, Dental, life insurance and leave benefits.

Allocation Base

The partners agree to aggregate costs into two pools, (1) System and (2) Center. The majority of the system cost pool will be allocated out to all the partners while the center cost pool will be allocated to the partners participating in the Center. Some segments were separated in the system cost pool to more accurately show who will participate and benefit from those items. Due to the nature of the items of costs, the One-Stop Technical Assistance Guide (pageI-3-6) counsels that the partners can consider an "equal access" allocation base. The partners concur that applying an equal access allocation base to the Center costs is appropriate and that these costs are of equal benefit to all participating partners; therefore, the costs are allocated on an equal share to each partner participating in this respective cost pool. Additionally partners agree to use data collected from this year to reassess methodology for next year.

The partners have agreed for the fiscal year 2007-2008 that the majority of resource to be contributed is cash, however FTE will be used for workshops and marketing by COIC and KCC. OED will provide coverage of the One Stop Coordinator and Resource Room Specialist utilizing FTE. Also marketing will be done in the form of mail outs in KCC's fall catalog.

System Cost

System Partners	COIC	KCC	OVRS	OED	KLETI	OHDC	Totals
Marketing		$1,500.00		$1,000.00			$2,500.00
Workshop	$3,500.00	$3,500.00					$7,000.00
Total Contributed	$3,500.00	$5,000.00	$0.00	$1,000.00	$0.00	$0.00	
Total Share	$1,583.33	$1,583.33	$1,583.33	$1,583.33	$1,583.33	$1,583.33	$9,500.00
	16.67%	16.67%	16.67%	16.67%	16.67%	16.67%	
Cash Rebalancing	($1,916.67)	($3,416.67)	$1,583.33	$583.33	$1,583.33	$1,583.33	
* Workshop will be done by FTE							
One Stop Coordinator .25 FTE				$9,204.00			$9,204.00

An additional .20 fte to cover lunch, breaks, and leave				$1,375.00			$1,375.00
Total Contributed	$0.00	$0.00	$0.00	$10,579.00	$0.00	$0.00	
Total Share	$2,115.80	$2,115.80	$2,115.80	$2,115.80	$2,115.80		$10,579.00
	20.00%	20.00%	20.00%	20.00%	20.00%	0.00%	
Cash Rebalancing	$2,115.80	$2,115.80	$2,115.80	($8,463.20)	$2,115.80	$0.00	

Center Cost							
Partners on Site	**COIC**	**KCC**	**OVRS**	**OED**			**Totals**
Resource Room Specilast .075 FTE				$27,612.00			$27,612.00
An additional .20 fte to cover lunch, breaks, and leave				$4,125.00			$4,125.00
Supplies				$1,000.00			$1,000.00
Total Contributed	$0.00	$0.00	$0.00	$32,737.00			
Total Share	$8,184.25	$8,184.25	$8,184.25	$8,184.25			$32,737.00
	25%	25%	25%	25%			
Cash Rebalancing	$8,184.25	$8,184.25	$8,184.25	($24,552.75)			
ONE STOP	**COIC**	**KCC**	**OVRS**	**OED**	**KLETI**	**OHDC**	**Totals**
Total Over All Share	$11,883.38	$11,883.38	$11,883.38	$11,883.38	$3,699.13	$1,583.33	$52,816.00
Total Amount Due	**8,383.38**	**6,883.38**	**11,883.38**	**(32,432.62)**	**3,699.13**	**1,583.33**	

(Amount to be paid to OED)

**Cost will be reconciled quarterly

Resource Sharing Agreement Management
The Oregon Employment Department (OED) has been identified as the entity responsible for tracking the shared costs and application of the resource allocation's methodology. In the event, a shared item of cost exceeds the estimated budgeted stated in this agreement, that amount will require prior approval from the Operators is required before the item or service can be secured.. All notices regarding this Agreement shall be sent to **The WorkSource Klamath C/O** The **Oregon Employment Department, 801 Oak Ave, Klamath Falls, OR 97601 – Attention: Field Office Manager.**

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.

Billing and Payment
The Resource Sharing Agreement will be reconciled quarterly. Invoices will be disseminated by the agreement manager to the partners following reconciliation and due within thirty (30) days upon receipt. Partner non-payment will be referred to the Region Eleven Workforce Investment Board for collection. 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 **Agreement Manager is Oregon Employment Department, 875 Union Street NE, Salem, OR 97311- Attention: Financial Services.**

Agreement Modification
This Resource Sharing Agreement may be modified at any time by written agreement of all parties to the RSA. As authorized by the Region Eleven Workforce Investment Board, the One Stop Center partners shall have final approval of the format and timing of modifications. Modifications should be completed within 30 days of the authorizing change event.

Dispute Resolution Process
The parties to the RSA shall first attempt to resolve all disputes informally with the affected parties. Any party may call a meeting of One Stop Partners to discuss and resolve disputes.

If informal resolution efforts fail, the dispute shall be referred to the Chair of the Region Eleven RWIB, who shall place the dispute on the agenda of a meeting of the Board. The Board shall attempt to mediate and resolve the dispute.

If the Board fails to resolve the dispute, a party of interest may appeal in writing to the Chief Elected Officials of Klamath County. If a satisfactory resolution is not achieved following appeal to the Chief Elected Officials, final appeal may be made in writing to the Commissioner of the Department of Community Colleges and Workforce Development of the State of Oregon.

Assurances
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.

Each party to this agreement agrees that it shall indemnify and defend every other party to this agreement for any cost, claim, loss, or liability suffered directly, or indirectly from a third party claim arising out of, or related to any activity of a party to this agreement. Claims shall include, but not be limited to costs and

attorney fees. It shall not matter whether such action or inaction that gives rise to the claim was at the specific request of another party, or the parties as a whole. It also shall not matter whether such action or inaction that gives rise to the claim occurred as a result of the party acting in good faith, or in a manner that the party believed to be in the best interest of the parties hereto. It is specifically intended that although the parties hereto shall cooperate in carrying out the purposes of this contract, each party acts independently and shall be individually responsible for its own actions.

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.

The partners have agreed 1) to the shared costs as identified in this agreement associated with WorkSource Klamath and use a single allocation base to distribute the costs; 2) that access to the WorkSource Klamath is of equal benefit to all participating partners; 3) the total shared system costs of the WorkSource Klamath are allocated equally to all participating partners and center cost are shared amongst partners located in the center; and 4) to all the terms of this Agreement by signing below:

Klamath Community College
Renée Ferguson, Dean for Administrative Services

Renee Ferguson 8/29/07
Date

Central Oregon Intergovernmental Council
Tom Moore, Executive Director

8-10-07
Date

Employment Department
Teresa Carroll, Field Office Manager

8/9/07
Date

Department of Human Services
Greg Chandler, Self Sufficiency Senior Program Manger Region 11

Greg Chandler 8-9-07
Date

Office of Vocational Rehabilitation Services
Kris Kennedy, Executive Director

Kris Kennedy 8/23/07
Date

Oregon Human Development Corp.
Ron Hauge, Executive Director

8/3/07
Date

Klamath-Lake Employment Training Institute, Inc.
Director, Barry Faganello

8/6/07
Date