AGREEMENT BETWEEN

THE LANE WORKFORCE COUNCIL
(an ORS 190 Organization)

THE LANE WORKFORCE PARTNERSHIP
(an Oregon Nonprofit Organization)

AND

THE LANE WORKFORCE BOARD
(a WIOA Workforce Board)

This Agreement (hereinafter "Agreement") is entered into by the Lane Workforce Council (LWC), the Lane Workforce Partnership (LWP), and the Lane Workforce Board (LWB).

WHEREAS, the Lane Workforce Council, an ORS 190 organization formed by Intergovernmental Agreement among the County of Lane, the Cities of Cottage Grove, Eugene, Florence, and Springfield,, Oregon, is the Chief Elected Official under the Workforce Innovation and Opportunity Act, herein referred to as the Act;

WHEREAS, Lane Workforce Partnership is an Oregon Nonprofit Corporation, that is exempt from taxation under Internal Revenue Code Section 501(c)(3) and has the expertise and ability to act as a grant recipient and administrative entity under the Act;

WHEREAS, the Lane Workforce Board is a Local Workforce Board under the Act, and has been designated by the Chief Elected Official and certified by the Governor as a Local Workforce Board in accordance with the Act;

WHEREAS, the Lane Workforce Council has designated the Lane Workforce Partnership to serve as the Fiscal Agent and administrative entity for funds received by the Lane Workforce Board under the Act for the period beginning July 01, 2015;

WHEREAS, the Lane Workforce Council has assigned the assets and the responsibility for the liabilities under the Act to the Lane Workforce Board for the period beginning July 01, 2015;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I
RESPONSIBILITIES

A. **Lane Workforce Council.** The Lane Workforce Council shall serve as the Chief Elected Official for Lane County, Oregon. Its duties shall include—but are not limited to—the following:

1. Appoint members of the Lane Workforce Board in accordance with Section 107(c)(1) of the Act;

2. Serve as the Grant Recipient for funds allocated to the local area under Section 117(d)(3) of the Act. Pursuant to Section 107(d)(12)(B)(i)(I) of the Act, the Lane Workforce Council hereby designates the Lane Workforce Partnership to act as the Local Fiscal Agent for such funds;

3. Approve the portion of the Lane Workforce Board budget related to the Act under Section 107(d)(12)(A) of the Act;

4. Participate as a partner of the Lane Workforce Board in the development, approval, and submission of the local strategic plan under Section 107(d)(1) of the Act;

5. Participate in the selection of one-stop operators and other service providers under Section 107(d)(10) of the Act;

6. Participate as a partner of the Lane Workforce Board in carrying out local program oversight under Section 107(d)(8) of the Act; and

7. Participate in conjunction with the Lane Workforce Board in the negotiation of local performance measures under Section 107(d)(9) of the Act.

B. Lane Workforce Partnership. The Lane Workforce Partnership shall serve as the fiscal and administrative agent for Lane County, Oregon, workforce programs. Its duties shall include—but are not limited to—the following:

1. Serve as the fiscal agent and administrative entity for funds received by the Lane Workforce Board under the Act;

2. Employ a professional staff to fulfill its responsibilities under the Act, including Budgeting, Monitoring, and Performance Management;

3. Negotiate and enter into agreements for the delivery of local services in a manner consistent with the Act, State and Federal law, the underlying regulations, the approved local plan, and the budget;

4. Disburse funds in accordance with the Act, State and Federal law, the underlying regulations, federal cost principles, and the approved budget;

5. Provide standard fiscal accountability for all funds received under the Act, and related or similar State and Federal Workforce Development laws or programs, including securing the outside audit of these funds as part of the Lane Workforce Board's annual audit process;

6. Provide quarterly financial and performance reports covering activities funded under the Act to the Lane Workforce Board and the Lane Workforce Council;

7. Obtain appropriate insurance and bonding coverage; and

8. Provide facilities, fixed assets, supplies, and services deemed necessary to carry out its responsibilities under the Act.

C. **Lane Workforce Board.** The Lane Workforce Board shall serve as the designated Local Board for Lane County, Oregon, pursuant to Section 107(d) of the Act. Its duties shall include—but are not limited to—the following:

1. Develop the Local Plan, and, in partnership with the Chief Elected Official, submit the Local Plan to the Governor as set forth in Section 107(d)(1) of the Act;

2. Perform Workforce Research and Regional Labor Market Analysis as set forth in Section 107(d)(2) of the Act;

3. Convene, Broker, and Leverage as set forth in Section 107(d)(3) of the Act;

4. Employer Engagement as set forth in Section 107(d)(4) of the Act;

5. Career Pathways Development as set forth in Section 107(d)(5) of the Act;

6. Identify and Promote Proven and Promising Practices as set forth in Section 107(d)(6) of the Act;

7. Facilitate Connections and Maximize Access to Technology as set forth in Section 107(d)(7) of the Act;

8. Perform Program Oversight, in partnership with the Chief Elected Official, as set forth in Section 107(d)(8) of the Act;

9. Negotiate Local Performance Accountability Measures as set forth in Section 107(d)(9) of the Act;

10. Select Operators and Providers as set forth in Section 107(d)(10) of the Act;

11. Coordinate with Educational Providers as set forth in Section 107(d)(11) of the Act; and

12. Develop a budget for the activities of the Local Board consistent with the Local Plan as set forth in Section 107(d)(12) of the Act;

13. Ensure Accessibility for Individuals with Disabilities as set forth in Section 107(d)(13) of the Act.

ARTICLE II
RESOLUTION OF DISPUTE

Every effort shall be made to resolve any dispute which may arise among the Parties through informal negotiation. If such negotiation cannot produce satisfactory resolution within

30 calendar days of the dispute being raised, then the matter shall be submitted to mediation. If the Parties are not able to mutually resolve their dispute through mediation, they agree to resolve it through binding arbitration as provided by the rules of the American Arbitration Association.

ARTICLE III
TERM OF AGREEMENT, AMENDMENT

This agreement shall take effect on the date of the final signature and remain in effect until June 30, 2025. Any amendment or extension of this Agreement must be in writing, and shall be signed by a representative of each party hereto.

ARTICLE IV
ENTIRE AGREEMENT

It is understood and agreed that the entire agreement among the Parties is contained herein, and that this agreement supersedes all prior written or oral agreements among the Parties relating to the subject matter hereof. It is further understood and agreed that certain documents of a fiscal or legal nature may be necessary for the implementation of this agreement. Any such documents shall be consistent with the terms and conditions of this agreement.

APPROVED AS TO FORM:

LWP Legal Counsel

FOR LANE WORKFORCE PARTNERSHIP

By: _____
Executive Director

FOR LANE WORKFORCE BOARD

By: _____
Chair

FOR LANE WORKFORCE COUNCIL

By: _____
Chair