

Intergovernmental Agreement Among Linn, Marion, Polk and Yamhill Counties Governing the Mid-Willamette Jobs Council

WHEREAS, the Workforce Investment Act of 1998 and its successor, the Workforce Innovation and Opportunity Act of 2014, allow local governments to form workforce investment areas; and

WHEREAS, Linn, Marion, Polk and Yamhill Counties have applied for and received local workforce area designation; and

WHEREAS, counties in a local workforce investment area are required to adopt an intergovernmental agreement establishing a consortium of elected officials, now therefore,

WHEREAS, the counties wish to continue the consortium established by the intergovernmental agreement executed December 10, 2014 that created the Mid-Willamette Jobs Council.

IT IS AGREED AS FOLLOWS:

- 1. Effective Date:** This agreement shall take effect upon final signature and supercede the prior intergovernmental agreement referenced above.
- 2. Purpose:** The purpose of this agreement is to govern the consortium of county elected officials for the Mid-Valley workforce area covering Linn, Marion, Polk and Yamhill Counties, hereinafter collectively referred to as the "parties." Local workforce areas were established by the Workforce Investment Act of 1998 ("WIA") as amended by the Workforce Innovation and Opportunity Act of 2014 ("WIOA").
- 3. Consortium Composition:** The Mid-Willamette Jobs Council ("MWJC") shall have an eight-member board consisting of two county commissioners chosen by each of the four counties that are parties to this agreement. The third county commissioner in each county shall serve as an alternate to substitute for a commissioner from that county in his or her absence or unavailability for one or more MWJC board meetings. A county commissioner serving as an alternate shall have the full authority of a MWJC board member at that meeting.
- 4. Bylaws:** The MWJC shall have bylaws that provide the rules and regulations for the operation of meetings and proceedings of the consortium.
- 5. The MWJC Chair:** The MWJC shall elect a Chair and a Vice Chair in accordance with its bylaws. The Chair shall perform chief local elected official responsibilities described in

WIOA, in other applicable Federal and State statutes, rules, policies and procedures, in workforce contracts and grant agreements, in this agreement and in MWJC's bylaws. The Vice Chair shall perform the Chair's responsibilities when the Chair is absent.

6. **Consortium Decisions:** Each of the eight members of MWJC's board shall have one vote. A quorum shall consist of five or more MWJC board members. Decisions shall require the approval of five or more MWJC board members. Board members may attend meetings in person or electronically as permitted by Oregon laws.
7. **Workforce Board Appointments:** The MWJC board shall appoint the Mid-Valley Workforce Board (the "Workforce Board"). The Workforce Board shall meet WIOA Section 107 composition requirements and certification requirements established by the Oregon Workforce Investment Board ("OWIB") and the Governor of Oregon. Workforce Board members shall serve staggered three year terms and shall continue serving until (a) resignation, (b) removal by the MWJC board, (c) ceasing to work in and effectively represent the sector they were chosen to represent, or (d) until a successor is chosen by the MWJC, whichever occurs first.
8. **The Strategic Workforce Plan and Budget:** MWJC shall review and approve the Mid-Valley workforce area's strategic plan and annual budget, including major modifications thereto.
9. **The Grant Subrecipient and Administrative Agency:** The MWJC shall designate the Mid-Valley workforce area's grant recipient and administrative agency. The designation shall be included in the partnership agreement with the Workforce Board.
10. **Oversight:** The MWJC shall receive and review Mid-Valley workforce area monitoring and audit reports and shall carry out all local elected official oversight functions described in grant agreements, in applicable Federal and State statutes, rules and policies and in the partnership agreement with the Workforce Board.
11. **Code of Conduct:** MWJC and the Workforce Board shall mutually adopt a Code of Conduct covering all Mid-Valley workforce area activities and expenditures.
12. **Liability:** The local grant recipient and administrative entity designated pursuant to paragraph eight, above, shall hold the MWJC and its officers and the parties to this agreement harmless from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the management of the Mid-Valley workforce area. An indemnification clause shall be included in the partnership agreement between the MWJC, the Workforce Board and the local grant recipient and administrative entity. If there is any residual liability for MWJC or the Counties which are parties to this agreement, liability shall be apportioned as follows: (a) the County or Counties in which the action or inaction occurred giving rise to the residual liability shall hold the other parties harmless; (b) if a specific County or group of Counties are not directly associated with the residual liability, the parties shall each be liable in proportion to their respective populations as determined by the last available census data at the time the actions or inaction causing the residual liability occurred.
13. **Agreement Adoption and Termination:** This agreement may be executed in one or more counterparts which, when combined, shall constitute the entire MWJC agreement. This agreement shall remain in effect until terminated by two or more of the parties by giving

notice of intent to terminate on or before December 31st of any year. Termination shall be effective at midnight on the subsequent June 30th, the end of the Mid-Valley workforce area's program year. This agreement may also be terminated by the MWJC or by operation of law.

14. Agreement Amendment: This agreement may be amended at any time if all four parties so agree in writing.

The Parties agree to all the terms of this Intergovernmental Agreement by signing below:

**SIGNATURE PAGE FOR
IGA BETWEEN LINN, MARION, POLK, & YAMHILL COUNTIES GOVERNING THE
MID-WILLAMETTE JOBS COUNCIL - BO-5235-23**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Colin Hillier 3/22/2023
Chair Date

Kim Cannon 3-22-2023
Commissioner Date

Don B... 3-22-2023
Commissioner Date

Authorized Signature: *Jan Fritz* 3/2/2023
DC16361248DE4EC...
Chief Administrative Officer Date

Reviewed by Signature: *Jane E Vetto* 3/2/2023
DDCEC5804B9E483
Marion County Legal Counsel Date

Reviewed by Signature: *Camber Schlag* 2/28/2023
C5B2F3DF257F444...
Marion County Contracts & Procurement Date

MWJC Intergovernmental Agreement Signature Page Two

For Linn County:

Chair:

Roger Nyquist
Print Name


Signature

3-14-2023
Date

Commissioner:

William C. Tucker
Print Name


Signature

3-14-2023
Date

Commissioner:

Sherrie Sprenger
Print Name


Signature


3-14-2023
Date

MWJC Intergovernmental Agreement Signature Page Three

For Polk County:

Chair:

Jeremy Gordon
Print Name


Signature

2/22/23
Date

Commissioner:

Craig Pope
Print Name


Signature

2-27-23
Date

Commissioner:

Lyle Nordhorst
Print Name


Signature

2-27-23
Date

MWJC Intergovernmental Agreement Signature Page Four

For Yamhill County:

Chair:



Lindsay Berschauer

Print Name

Signature

2.23.23
Date

Commissioner:




Kit Johnston

Print Name

Signature

2.23.23
Date

Commissioner:



Mary Starratt

Print Name

Signature

2.23.23
Date

Accepted by Yamhill County
Board of Commissioners on
2.23.23 by Board Order
B.O. 23-70