

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 18-07-31-01

In the Matter of

AMENDING THE INTERGOVERNMENTAL AGREEMENT OF THE SOUTHERN WILLAMETTE PRIVATE INDUSTRY COUNCIL FOR THE ESTABLISHMENT OF THE LANE WORKFORCE COUNCIL TO SPECIFY ALLOCATION OF LIABILITY AMONG MEMBER GOVERNMENTS AND CLARIFY PARTICIPATING MEMBERS

WHEREAS, The intergovernmental agreement of the Southern Willamette Private Industry Council for the Establishment of the Lane Workforce Council shall be amended to include the relevant statutory language in Article VII of the agreement regarding allocation of liability among participating members; and

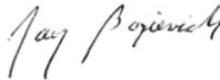
WHEREAS, the amended Intergovernmental Agreement removes Junction City as a Member Government to the agreement; and

WHEREAS, the execution of the amended Intergovernmental Agreement requires the Board of Commissioners to authorize the chair to sign.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Amend the intergovernmental agreement of the Southern Willamette Private Industry Council for the Establishment of the Lane Workforce Council to include relevant statutory language in Article VII of the agreement and to remove Junction City as a Member Government from the agreement.
2. The Chair of the Lane County Board of Commissioners is authorized to sign the Amended Intergovernmental Agreement which is attached to this Board Order, marked as Exhibit "A" and by this reference incorporated herein.

ADOPTED this 31st day of July, 2018.



Jay Bozievich, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date _____

LANE COUNTY OFFICE OF LEGAL COUNSEL

**2018 AMENDMENT AND RESTATEMENT OF THE
INTERGOVERNMENTAL AGREEMENT
OF THE SOUTHERN WILLAMETTE PRIVATE INDUSTRY COUNCIL
TO SERVE AS
THE CHIEF ELECTED OFFICIAL FOR LANE COUNTY, OREGON
PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014
AND TO CHANGE ITS NAME TO THE
LANE WORKFORCE COUNCIL**

RECITALS:

- A.** The Governments that are a party to this agreement recognize the serious and complex problems resulting from unemployment among their citizens. They also recognize that a healthy, vigorous and growing economy built upon prosperous and expanding local private businesses and industries is necessary to provide a lasting solution to these problems. Further, recognizing that the problems and the solution transcend traditional governmental boundaries, the Governments have determined that the solution can be best obtained by joining together in a common, concerted effort in partnership with the private sector.
- B.** This Intergovernmental Agreement is established pursuant to ORS Chapter 190 for the purpose of establishing a Chief Elected Official as authorized by section 107(c)(1)(B) of the Workforce Innovation and Opportunity Act of 2014 (hereinafter “Act”). This agreement amends and restates the Intergovernmental Agreement that was executed in 1984, and amended in 1998 and 1999, changes the name of the entity to Lane Workforce Council, and adds the cities of Cottage Grove, and Florence as Member Governments.
- C.** The governments of Lane County, and the Cities of Cottage Grove, Eugene, Florence, and Springfield, all in the State of Oregon (hereinafter, “Member Governments”), intend by this Intergovernmental Agreement, to enumerate the respective responsibilities of the Member Governments with respect to the Lane Workforce Board (LWB) and Lane Workforce Partnership (LWP), to fulfill the role and responsibilities of the Chief Elected Official for the Lane County Workforce Area of the Act and a similar role with respect to other federal and state job training programs as applicable to Lane County, Oregon.
- D.** This 2018 restatement is made to remove references to the City of Junction City, which declined to become a Member Government and to comply with WIOA Final Rule Section 683.710, which requires a written agreement addressing liability of the Member Governments.

Exhibit A

ARTICLE I

1. Name. The name shall be changed from the “Southern Willamette Private Industry Council” to the “Lane Workforce Council” (hereinafter “LWC”).

2. Purpose And Authority. This Agreement establishes a cooperative, voluntary arrangement among the Member Governments in order to fulfill the duties of the Chief Elected Official under the Act. This agreement amends and restates the Intergovernmental Agreement that was executed in 1984, and amended in 1998 and 1999, changes the name of the entity to Lane Workforce Council, and adds the cities of Cottage Grove, and Florence as Member Governments. The Governments acknowledge the prior formation of the SWPIC as a unit of local government pursuant to ORS 190.003 et. seq. By executing this Amendment, the Governments do not intend to alter the organizational status of SWPIC (now LWC) as an entity. This Agreement took effect upon its execution in 1984 and remains in full force through this Amendment and the duration provisions provided in this Amendment.

3. Local Area. The Lane County geographic area was previously designated as a single Service Delivery Area pursuant to the Job Training Partnership Act and the Workforce Area under the Workforce Investment Act. Under the Workforce Innovation and Opportunity Act, and subject to such designation by the decision of the Governor of the State of Oregon, the Member Governments also designate Lane County as a Local Workforce Investment Area (hereinafter “Local Area”).

ARTICLE II

GOVERNANCE

1. The LWC shall be governed by a Board of Directors consisting of the persons appointed to the LWC by each Member Government as set forth below. Board Membership shall be open to the County of Lane, plus all incorporated cities with Lane County, Oregon, that have a population over five thousand persons and with more than five hundred businesses. The Board shall have the discretion to add cities located within the County of Lane, if such city, or one or more industries located therein, is determined to be an economic driver.

2. Each Member Government shall appoint one person to the Board. Each Member Government shall determine for itself its appointment process; however, the person so appointed must meet the requirements of the Act, and its implementing regulations, as amended or adopted from time to time.

3. Each member of the Board of Directors shall have one (1) vote. Decisions shall be made at meetings where there is a quorum. A quorum shall consist of a majority of the appointed membership.

4. Decisions shall be made by an affirmative vote of a majority of the currently filled positions on the Board of Directors (not simply a majority of the members present at a meeting).

Exhibit A

5. The Board shall appoint its own Chair, who shall serve as the Chair of the meetings.

6. For purposes of any action as to which the Act requires the signature of one local elected official, the Member Governments, through their elected official who serves on the Lane Workforce Council, shall from time to time designate one member of the LWC Board of Directors to serve as their signatory as the "Chief Elected Official" under the Act.

ARTICLE III

MEETINGS

1. The Board of Directors shall meet at such times and places as may be designated by the Chair and approved by a majority of the Board, provided that at least one meeting shall be held annually.

2. A majority of the Board of Directors may, by petition to the Chair, direct that a meeting be held.

3. All meetings of the Board of Directors shall conform with Oregon law, including – but not limited to -- Oregon Public Meetings Law (ORS 192.610 et seq.); and, shall be conducted in accordance with Roberts Rules of Order, as far as is reasonable and practical.

ARTICLE IV

DUTIES

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;

Exhibit A

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

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.

ARTICLE V

DURATION AND TERMINATION

1. Subject to the right of any Member Governments to withdraw as stated herein, this Agreement shall take effect upon its execution, except as amended effective, on and after July 1, 2015, shall remain in full force and effect until termination by unanimous vote of the parties hereto and delivery to the Board of Directors of Lane Workforce Partnership and the Lane Workforce Board at least one hundred eighty (180) days prior to the effective date for termination, of a notice of such intended termination.

2. Any Member Government may withdraw as a participating Member under this Agreement after delivery of written notice to the Board of Directors of Lane Workforce Partnership, Lane Workforce Council, and the Lane Workforce Board through the office of the representative thereof who signs this Agreement. In order to be effective, such notice of withdrawal must be received by all such parties at least one hundred eighty (180) days prior to the end of the LWC fiscal year that follows the delivery of such notice. If so received, such withdrawal shall become effective as of such year end. Any indebtedness or liabilities reasonably incurred by LWC on behalf of a withdrawing Member Government prior to the effective date of the withdrawal shall remain an obligation of the withdrawing party.

ARTICLE VI

AMENDMENT

1. Any amendment to this Agreement must be in writing, and shall be signed by a representative of each Member Government.

ARTICLE VII

LIABILITIES AND TRANSFERS

1. Oregon Revised Statutes Section 190.080 (as amended or renumbered from time to time) applies to this agreement. However, nothing in this Agreement shall be interpreted as any waiver of the rights and immunities to which Member Governments are subject due to their respective status as an Oregon Public Body under ORS 30.260 (as amended or renumbered from

Exhibit A

time to time). Each Member Government hereby expressly retains all the rights and benefits of the Oregon Constitution and the Oregon Tort Claims Act.

IN WITNESS WHEREOF, this Agreement is executed and effective on and after July 1, 2015.

APPROVED AS TO FORM:

FOR LANE COUNTY:

Lane County Legal Counsel

By: _____
Chairman, Board of Commissioners

FOR THE CITY OF COTTAGE GROVE:

Cottage Grove Legal Counsel

By: _____
Mayor

FOR THE CITY OF EUGENE:

Eugene City Attorney

By: _____
Mayor

FOR THE CITY OF FLORENCE:

Florence City Attorney

By: _____
Mayor

FOR THE CITY OF SPRINGFIELD:

Springfield City Attorney

By: _____
Mayor