

## AGREEMENT

### Willamette Workforce Partnership (WWP) Yamhill County Business Direct Impact Grant Program

This agreement ("Agreement") is between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners (hereafter "County"), and Willamette Workforce Partnership (WWP), a Oregon nonprofit public benefit corporation (hereafter "Agency"), effective November 1, 2022.

Project: Business Direct Impact Grant Program Contact/Lead: Carrie Martin Phone: 503-474-4991 E-mail : martinc@co.yamhill.or.us	WWP Contact: Kim Parker-Llerenas Title: Executive Director Phone: (503) 581-1002 E-mail: kparker-llerenas@willwp.org
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#### **Background:**

The purpose of this Agreement is to enable the County to partner with the Agency to administer the Yamhill County Fiscal Recovery Fund (YCFRF) Business Direct Impact (BDI) competitive grant program (the "Project"). This fund was made available through the American Recovery Plan Act (ARPA) and has been established to support local business programs and projects designed to develop new talent retention and recruitment, as well as internal cultural shifts for employees and managers. Willamette Workforce Partnership (WWP) will administer the grant application process for companies that wish to address this need with a new approach to hiring and employee retention and/or a focus on changing their culture to attract and keep the talent necessary to succeed. Applicants must be businesses or organizations with principal operations located in Yamhill County, Oregon.

#### **Terms of Agreement:**

1. **Compensation:** County agrees to pay Agency the sum of \$5,000.00 in one payment, to be made at the time of execution of this Agreement. Agency expressly assumes all tax and insurance liabilities associated with the compensation paid pursuant to this Agreement. Payment will be made by County check payable to Agency.
2. **Term:** This Agreement shall be effective from 11/01/2022-10/31/2023
3. **Termination.** This Agreement may be terminated:
  - a. By written agreement of both parties if the Project deliverables listed in Exhibit A, which is attached hereto and incorporated herein by this reference, are not met, or
  - b. By either party with written notice to the other party no less than thirty (30) days in advance of termination.

If the deliverables listed in Exhibit A are not met Agency agrees to reimburse County for all funds disbursed following a written request for repayment from the County.

4. **Alteration of plans:** If the submitted deliverables or budget need to change, a request must be submitted in writing and approved by County in writing.

5. **Reporting:** County staff will work closely with Agency to develop the Project plan, and Agency will maintain regular communication with County as requested. The due dates for formal reporting on spending and activities completed are as follows:

- October 1, 2022 – December 31, 2022, report due January 5, 2023
- January 1, 2023 – March 31, 2023; report due April 5, 2023
- April 1, 2023 – June 30, 2023; report due July 5, 2023
- July 1, 2023 – September 30, 2023, report due October 5, 2023

**6. Use of funds.** The Agency agrees that this Agreement does not imply or guarantee ongoing funding following approval or acceptance of the Project deliverables. No funds can be used for political purposes, lobbying, or for any non-charitable purposes within the meaning of Chapter 65 of Oregon Administrative Rules regarding 501(c)3 corporations.

**7. Independent Contractor; Third Party Beneficiaries.** County and Agency are the only parties entering into this Agreement. Agency is an independent contractor and nothing in this Agreement shall create or be construed to create the relationship of principal and agent, or the relationship of partnership or joint venture. County's agents, officers, or employees shall not be considered or considered to be employees of Agency and Agency's agents, officers, and employees likewise shall not be construed to be employees of County. Agency may not use the funds disbursed through this Agreement to distribute subgrants or fund any third party for new projects or work outside of the Project services listed in Exhibit A unless expressly described in this Agreement in advance. If any other party is approved to receive funding or a subcontract, Agency will continue to be responsible for meeting the requirements of this Agreement.

**8. Dispute Resolution.** If any complaint or concern arises, Agency may contact County at 503-434-7501, or mail a complaint to:

Yamhill County  
Attn: Christian Boenisch  
535 NE Fifth Street  
McMinnville, OR 97128

The parties shall in good faith attempt to resolve any dispute arising out of or related to this Agreement by negotiation for 30 days, or, if the parties agree, through mediation before a mutually acceptable mediator. If any dispute is not resolved by negotiation or mediation, the dispute may, upon the written request of either party, be submitted to binding arbitration to be conducted in accordance with Oregon Revised Statutes, Chapter 36 and Uniform Trial Court Rules, Chapter 13. If the parties cannot mutually agree on a single arbitrator within ten (10) days after receipt of the notice, they shall within ten (10) days each appoint one arbitrator, and the two (2) so appointed arbitrators shall agree on a third arbitrator to hear arguments and make a decision. If the two (2) selected arbitrators cannot agree on a third arbitrator, the parties shall request that the Presiding Judge of Yamhill County appoint an arbitrator with knowledge of the subject matter to act as the third arbitrator. Arbitration shall be held in Yamhill County, Oregon unless the parties mutually agree to another site. The decision of the arbitrator shall be final and binding, and judgment on any award rendered by the arbitrator may be entered in any court having proper jurisdiction. Each party shall pay an equal share of the costs of the arbitration services but shall otherwise pay its own costs and expenses of participation. This dispute resolution process is the sole means for resolving disputes arising out of, related to, or interpreting this Agreement.

**9. Data Sharing.** Agency agrees to share all data relevant to the Project with County through regular reports and as requested within thirty (30) days of written request.

**10. Intellectual Property.** All copyright interests in Project materials produced as a result of this Agreement are owned by County. The County grants to Agency a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered

or implemented, any and all such Project materials produced in connection with this Agreement.

**11. Confidential Information.** Each party shall keep information confidential and shall not use or disclose, except for the purpose of performing their obligation hereunder or as otherwise required by law. "Confidential Information" shall mean confidential information a party receives or learns from the other party hereunder that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and that relates to the party's business, services, personnel, contracts, subcontracts, suppliers, patients, providers, business partners, marketing plans or strategies, or finances. Any unauthorized disclosure or violation of information resulting in a breach of confidentiality, integrity, security, or compromise of proprietary business information shall be cause for termination of agreement, and/or possible legal action under applicable state and federal laws.

**12. Equity.** County encourages culturally responsive and equity-oriented practices that recognize and support people of all backgrounds, beliefs, and identities. County is committed to serving the community in the way that is most appropriate to the individualized needs of the population while celebrating its diversity. To do this, any partnerships that County develops must have a mutual agreement to promote acceptance, inclusion, and respect in their practices and in their community.

**13. Non-Discrimination.** In compliance with state and federal laws and regulations, Agency will not discriminate on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or veteran status in any of their policies, procedures, or practices.

**14. Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement, it being understood that all parties need not sign the same counterpart.

**15. Assignment.** No assignment of this Agreement by either party shall be valid without the prior written consent of the other party. Any attempted assignment in contravention of this Section shall be null and void.

**16. Notice.** All notices required by this Agreement shall be in writing addressed to the party listed at the start of this Agreement. Notice shall be deemed given for all purposes upon receipt, when personally delivered; one (1) day after being sent, when sent by recognized overnight courier service; two (2) days after deposit in United States mail, postage prepaid, registered or certified mail, or email or when provided as an attachment to an email. Any party may designate a different mailing address for all future notices by notice given in accordance with this paragraph.

**17. Compliance with Laws.** The parties intend the terms of this Agreement and their relationship to comply with all applicable laws, ordinances and regulations. Further, during the term of and with respect to their performance under this Agreement each party shall remain in compliance with all applicable laws, ordinances and regulations. This Agreement shall be deemed amended to conform to any change in applicable laws or regulations which affect the provisions of the Agreement. The amendment shall be effective on the date such change becomes effective.

**18. Indemnification.** County and Agency each agree to defend, indemnify and hold harmless the other, including the other's officers, directors, employees, contractors, subcontractors, agents, and affiliates from and against any and all third party claims, demands, enforcement proceedings, law suits, losses, damages and expenses, including attorney's fees or penalties, arising out of or that are caused or occasioned by its own negligent act or omission in performance of its duties or obligations under this Agreement. County and Agency acknowledge and agree that County's above indemnification obligations are subject to and limited by Article XI, section 10 of the Oregon Constitution and by the Oregon Tort Claims Act. This indemnity requirement shall survive termination of this Agreement. Notwithstanding anything contrary in this Agreement, County shall not be liable to Agency, via indemnification or otherwise, for claims, demands, enforcement proceedings, lawsuits, losses, damages or expenses that occur based on County's good faith reliance on the accuracy and truthfulness of information received from third parties, including but not limited to the Agency, Agency members, or health care providers.

**19. Modification.** No modification of this Agreement, including the attached Exhibit shall be valid unless in writing and signed by all of the parties. As between the parties, no terms and conditions contained in an electronic notification shall be of force or effect.

**20. Integration.** This Agreement including its Exhibits constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties with respect to the subject matter contained herein.

**21. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and its implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect unless the invalidity substantially modifies the benefit of this contract to either party.

**22. Waiver.** Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision. Effective waivers of any provision of this Agreement must be set forth with specificity in writing and signed by the waiving party.

**23. Governing Law.** To the extent not preempted by Federal law, this Agreement shall be interpreted and enforced according to the laws of the State of Oregon, without regard to choice of law analysis.

Agree to on behalf of  
Yamhill County Board of Commissioners



Signature

Lindsay Berschauer  
Board Chair

Date: 11/3/22

Agree to on behalf of  
Willamette Workforce Partnership (WWP)



Kim Parker-Llerenas (Nov 9, 2022 08:00 PST)

Signature

Kim Parker-Llerenas  
Executive Director

Date: Nov 9, 2022

Accepted by Yamhill County  
Board of Commissioners on  
11/3/22 by Board Order  
# 22-338

## EXHIBIT A

### Agency's Yamhill County Business Direct Impact Grant Program Statement of Work

#### Overview:

Yamhill County's Business Direct Impact Grant program is available to organizations based within the county. Grants are available to support programs or projects designed to develop new talent retention and recruitment, as well as internal cultural shifts for employees and managers.

In today's challenging labor market where job openings are greater than the number of job seekers, businesses and organizations are increasingly analyzing their hiring practices and corporate cultures in an effort to stay competitive in the search for good employees. Willamette Workforce Partnership recognizes these challenges and will administer the grant application process for companies that wish to address this need with a new approach to hiring and employee retention and/or a focus on changing their culture to attract and keep the talent necessary to succeed. Applicants must be businesses or organizations with principal operations located in Yamhill County, Oregon. Completing an application does not guarantee funding.

#### Impact:

The intended impact of these grants is to improve the awardee's ability to recruit and retain the talent they need to be successful in their industry and offer their employees long term, meaningful employment.

#### Eligibility:

Eligible applicants will:

- Have principal operations within Yamhill County for at least the past 12 months
- Have an active business registration with the Oregon Secretary of State
- Be current on all federal, state and local taxes
- Be current on all payroll taxes, unemployment insurance and workman's comp coverage
- Not have had a change in ownership within the past 12 months
- Not have any complaints and/or adverse decisions regarding wage and hour, health and safety, or discrimination

#### Funding Allowability:

Funds may be used to support projects that improve the awardee's ability to recruit and retain the talent they need to be successful. Projects may take several approaches to reaching this goal. The project may involve bringing in subject matter experts to help restructure recruitment, retention and/or corporate culture. The company could provide training to their HR staff on employment practices or train their managers to improve culture and interactions with employees. Funds may be used to pay subject matter experts or the costs of training programs and materials. Funds may not be used for wages or capital expenditures and any spending must comply with the requirements of ARPA.

#### Marketing Plan:

Willamette Workforce Partnership (WWP) will develop marketing materials and promote this program throughout Yamhill County. This will include information on the opportunity in the WWP newsletter, and targeted, specific mailings to businesses in the county. WWP will reach out and collaborate with Chambers of Commerce and economic development entities serving Yamhill County, including SEDCOR, MEDP, etc. WWP will distribute the marketing materials to the county to promote as well. The application and detailed information will be available on the WWP website in an easy to identify location.

B.O. 22-338  
Exhibit 'A'

Project Timeline:

- Marketing efforts will begin upon execution of a contract between Yamhill County and Willamette Workforce Partnership.
- 2 weeks after launching the Marketing Plan, applications will open on WWP's website.
- Applications will remain open for 2 weeks. Should response rate be insufficient, that time frame may be extended.
- WWP will review applications for eligibility and compile them in a spreadsheet format.
- WWP will forward spreadsheet and all completed applications to Yamhill County staff.
- Yamhill County will determine applicants to fund and size of awards.

Administration Fee:

WWP is requesting an administration fee of \$5,000.

# WWP Bus Grant Agreement\_signed\_11.03.22

Final Audit Report

2022-11-09

Created:	2022-11-08
By:	GARY MUELLER (gmueller@willwp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABhKtFD-SGL25sfiqGcR4gd-fiBBvOneT2

## "WWP Bus Grant Agreement\_signed\_11.03.22" History

-  Document created by GARY MUELLER (gmueller@willwp.org)  
2022-11-08 - 6:04:34 PM GMT- IP address: 67.189.91.112
-  Document emailed to Kim Parker-Llerenas (kparker-llerenas@willwp.org) for signature  
2022-11-08 - 6:05:12 PM GMT
-  Email viewed by Kim Parker-Llerenas (kparker-llerenas@willwp.org)  
2022-11-09 - 3:59:51 PM GMT- IP address: 104.47.58.126
-  Document e-signed by Kim Parker-Llerenas (kparker-llerenas@willwp.org)  
Signature Date: 2022-11-09 - 4:00:07 PM GMT - Time Source: server- IP address: 173.164.120.85
-  Agreement completed.  
2022-11-09 - 4:00:07 PM GMT