

MEMORANDUM OF UNDERSTANDING

UNDER THE

WORKFORCE INVESTMENT ACT OF 1998

BETWEEN

THE BOARDS OF YAKIMA, KITTITAS AND KLICKITAT COUNTY COMMISSIONERS
THE TRI-COUNTY WORKFORCE DEVELOPMENT COUNCIL
ONE-STOP PARTNERS

WHEREAS, the Congress of the United States has enacted the Workforce Investment Act of 1998 (WIA), P.L. 105-220, 20 USC 9201, to provide workforce investment activities, through statewide and local workforce investment systems that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants; and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation, and;

WHEREAS, the Act requires the delivery of workforce programs under a One-Stop system and the execution of a memorandum between the local board and each of the One- Stop Partners to describe the operation of the One-Stop delivery system in the local area;

NOW THEREFORE, be it resolved that this Memorandum of Understanding pursuant to the Act be made and entered into by and between Chief Elected Officials of Yakima, Kittitas, and Klickitat Counties, hereinafter referred to as the CEOs, and the local Workforce Development Council, herein referred to as the WDC, and the One-Stop Partners identified in this Memorandum of Understanding.

I. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

The undersigned hereby agree to the conditions and provisions set forth in this agreement for the purpose of describing the services to be provided through the One-Stop delivery system; how the costs of such services and the operating costs of the system will be funded; methods for referral of individuals between the One-Stop Operator and the One-Stop Partners for the appropriate services and activities.

II. WORKFORCE INVESTMENT AREA

The geographical area served by this agreement shall be the Washington State Counties of Yakima, Kittitas and Klickitat.

III. ONE-STOP PARTNERS

Partners of this Memorandum of Understanding shall include entities responsible for the delivery of programs specified in the Workforce Investment Act of 1998, Section 121(b), 29 USC 2841, that are represented in the local Workforce Investment Area, and those identified in Addendum A, that have agreed to participate in the One-Stop delivery system. Programs may include:

- a. Programs authorized under the Workforce Investment Act WIA Title I, 20 U.S.C 9201, to include youth, adult, dislocated worker, Job Corps and National Programs.
- b. Wagner-Peyser Act (29 U.S.C. 49).
- c. Adult education and literacy activities authorized under Title II of the Workforce Investment Act (20 USC 9201)
- d. Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720).
- e. Section 403(a)(5) of the Social Security Act (42 U.S.C. 603(a)(5)) (as amended by section 5001 of the Balanced Budget Act of 1997), Welfare-to-Work.
- f. Title V of the Older Americans Act of 1965 (42 U.S.C. 3056).
- g. Postsecondary vocational education activities authorized under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301).
- h. Chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271).
- i. Chapter 41 of Title 38, United States Code (Veterans services).
- j. Employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901).
- k. Employment and training activities carried out by the Department of Housing and Urban Development (42 U.S.C. 3531)
- l. State unemployment compensation (Title 50 RCW).

These organizations shall be known as the One-Stop Partnership of Central Washington. The terms “partner” and “partnership” for the purposes of this Memorandum of Understanding (MOU) are being used in the colloquial sense only. The parties to the MOU are and shall be independent entities to one another. Nothing stated within the MOU shall be deemed to create a legally enforceable partnership, except for federal regulation or statutory

requirements governing each entity, or the specific resource sharing agreement, which is part of the MOU, but is entered into separately.

IV. CERTIFICATION OF AUTHORITY

Parties, by signatures, certify that they possess full legal authority, as provided by state and local statutes, charters, or ordinances to enter into this Memorandum of Understanding.

V. POWERS, FUNCTIONS, AND RESPONSIBILITIES

- a.) Consistent with the Work Force Investment Act Section 121 (a) (2) (3), the State plan and with the agreement of the Chief Elected Officials, the Tri-County Workforce Development Council shall exercise such powers, functions, and responsibilities as necessary for the designation or certification of One-Stop operators and oversight with respect to the One-Stop delivery system in the local area. This does not entitle Yakima County or the Tri-County Workforce Development Council to manage or oversee individual partner programs.
- b.) The One-Stop Partnership of Central Washington shall exercise such powers as necessary to implement and carryout One-Stop services as described in the Tri-County Consortium five-year plan and subsequent modifications, the Central Washington Business Plan and subsequent modifications, Washington State Policy for One-Stop, herein referred to as WorkSource, and consistent with all applicable federal, state and local regulations.

VI. SERVICES COVERED BY THIS MEMORANDUM OF UNDERSTANDING

Services covered by this Memorandum shall include all required services specified in the Workforce Investment Act of 1998, Section 134(d)(2), and, those services described in the Central Washington One-Stop Business Plan and subsequent amendments, herein referred to as ADDENDUM B - Services. (attached)

VII. OPERATING AND COST OF SERVICES

All partners located in a WorkSource Center and/or affiliate site shall participate in sharing the costs of operation and providing services through Resource Sharing Agreements initiated by the One-Stop operator. These agreements are attached in ADDENDUM C.

VIII. REFERRALS

Each party to this Memorandum of Understanding agrees to comply with the following referral procedure to achieve efficient and customer focused service.

- a.) Customers seeking services shall be screened for interest and provided information on the full range of services available through the WorkSource (One-Stop) system.
- b.) Customers referred to WorkSource Centers, Affiliate Sites or partners of the system shall be referred by phone, written or electronic means.

- c.) Those organizations or individuals making referrals to WorkSource Centers, Affiliate Sites or partners of the system shall include the name of the person being referred, the organization and person making the referral, the date, and the reason for referral.
- d.) Referring organizations shall keep record of referrals made, including the name of the person being referred, the name of the organization and person making the referral, the date, and the reason for referral.
- e.) Organizations receiving referrals shall maintain record of the date the referral made contact and the action taken.

IX. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Parties to this agreement will assure that they will fully comply with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The parties to this agreement also assure that they will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the operation of the WIA Title I - financially assisted program or activity, and to all agreements to carry out the WIA Title I – financially assisted program or activity. The parties to this agreement understand that the United States has the right to seek judicial enforcement of this assurance.

The Yakama Nation may continue to use Indian preference in accordance with Title VII, Section 703(i) of the Civil Rights Act.

X. INDEMNIFICATION

Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

XI. RESOLUTION PROCESS

- a.) Attempts to resolve all disputes that may result from this agreement shall first occur through negotiations between the partners to the mutual satisfaction of the parties of the dispute.
- b.) Should parties be unable to resolve disputes through negotiations, the Workforce Development Council shall appoint an ad hoc committee from their membership to meet and confer with the parties to resolve issues.
- c.) Should resolution fail to be achieved, parties may grieve their dispute as provided by the Tri-County Consortium's grievance procedure, and through procedures provided by Washington State for purposes of carrying out activities under the Workforce Investment Act.
- d.) The Yakama Nation does not waive, alter, or otherwise diminish its Sovereign Immunity, whether expressed or implied, by virtue of this agreement for any and all administrative or legal action which may arise directly or indirectly from the same, nor does the Yakama Nation waive, alter or otherwise diminish its rights, privileges, remedies or services guaranteed by the Treaty of 1855.

XII. DURATION AND RENEWAL OF THIS MEMORANDUM OF UNDERSTANDING

- a. This agreement shall take effect upon the date of its execution and shall remain in effect indefinitely or until amended or terminated.
- b. This agreement may be amended from time to time upon the agreement of all parties signing the agreement.
- c. Any party hereto shall have the right to withdraw from this Memorandum of Understanding at any time, provided, that the remaining members of the Memorandum of Understanding shall have received written notification of the party's intention to withdraw at least 30 days prior to the proposed effective date of such withdrawal. In the event of lack of funding, an exception to the 30-day notice policy may be granted. In such a case, termination of this agreement may occur immediately.

XIII. ASSURANCES

The partners agree that all activities pursuant to the Memorandum of Understanding will be in accordance with all applicable current or future federal, state, and local laws, rules and regulations. This agreement does not supersede Federal Law or the requirements of each partner's individual program. This agreement intends to create a seamless service delivery system for individuals seeking services by linking One-Stop partners. The resources of each partner may only be used to provide services that are authorized and provided under the partner's program to individuals who are eligible under such program.

XIV. AUTHORIZED SIGNATURES

We, the undersigned, do hereby ratify this agreement and the terms and conditions herein, and do hereby undertake to conduct this Consortium for providing a comprehensive employment and training system in Kittitas, Yakima, and Klickitat Counties according to law and regulations.

Done this _____ day of _____ 2002.

Ronald F. Gamache, Chairman

Attest: Carla M. Ward

Jesse S. Palacios, Commissioner

Clerk of the Board

James M. Lewis, Commissioner
Constituting the Board of County Commissioner for
Yakima County, Washington

ONE-STOP PARTNERSHIP ORGANIZATIONS

_____	<u>AARP Foundation/SCSEP</u>	_____
Authorized Signature		Date
_____	<u>Consumer Credit</u>	_____
Authorized Signature		Date
_____	<u>Crises Line</u>	_____
Authorized Signature		Date
_____	<u>DSHS Community Service Div</u>	_____
Authorized Signature		Date
_____	<u>Div. of Child Support</u>	_____
Authorized Signature		Date
_____	<u>Div. of Vocational Rehab.</u>	_____
Authorized Signature		Date
_____	<u>Elmview</u>	_____
Authorized Signature		Date
_____	<u>Fort Simcoe Job Corps</u>	_____
Authorized Signature		Date
_____	<u>Greater Yakima Chamber</u>	_____
Authorized Signature		Date
_____	<u>Goodwill Industries</u>	_____
Authorized Signature		Date
_____	<u>Horizon of Sunnyside</u>	_____
Authorized Signature		Date
_____	<u>IAM Cares</u>	_____
Authorized Signature		Date
_____	<u>Kittitas County Action Council</u>	_____
Authorized Signature		Date
_____	<u>Klickitat-Skamania Dev. Council</u>	_____
Authorized Signature		Date
_____	<u>People for People</u>	_____
Authorized Signature		Date

Authorized Signature	<u>Perry Technical Institute</u>	Date
Authorized Signature	<u>PNW Council of Carpenters/Labor</u>	Date
Authorized Signature	<u>Provident Industries</u>	Date
Authorized Signature	<u>Services For The Blind</u>	Date
Authorized Signature	<u>Tri-County Workforce Development Council</u>	Date
Authorized Signature	<u>Washington State Migrant Co</u>	Date
Authorized Signature	<u>Operator WorkSource Kittitas County</u>	Date
Authorized Signature	<u>Operator WorkSource Klickitat County</u>	Date
Authorized Signature	<u>Operator WorkSource Yakima County</u>	Date
Authorized Signature	<u>Yakama Nation</u>	Date
Authorized Signature	<u>Yakima County DET</u>	Date
Authorized Signature	<u>Yakima Co. Development Assoc.</u>	Date
Authorized Signature	<u>Yakima Valley Com. College</u>	Date
Authorized Signature	<u>Yakima Valley Farm Workers Clin</u>	Date
Authorized Signature	<u>Yakima Valley OIC</u>	Date