

MEMORANDUM OF UNDERSTANDING  
UNDER THE  
WORKFORCE INVESTMENT ACT OF 1998  
BETWEEN  
THE SOUTH CENTRAL WORKFORCE DEVELOPMENT COUNCIL  
AND  
ONE-STOP PARTNERS  
IN AGREEMENT WITH  
THE SOUTH CENTRAL CONSORTIUM

WHEREAS, the Congress of the United States has enacted the Workforce Investment Act of 1998 (WIA), P.L. 105-220, 20 U.S.C. 9201, to provide workforce investment activities, through statewide and local workforce investment systems that increase the employment, retention, earnings, and occupational skill attainment of workers; 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, in agreement with the South Central Consortium, by and between the South Central 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; and the methods for referral of individuals between the One-Stop Operator and the One-Stop Partners for appropriate services and activities.

## II. WORKFORCE INVESTMENT AREA

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

## III. ONE-STOP PARTNERS INCLUDED

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 U.S.C. 2841, that are represented in the local Workforce Investment Area, and others that have agreed to participate in the One-Stop delivery system, identified in Exhibit A. Programs may include:

- a. Programs authorized under the Workforce Investment Act (WIA) Title I-B, 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 U.S.C. 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, U.S.C. (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 are being used in the colloquial sense only. The parties to the Memorandum of Understanding are and shall be independent entities to one another. Nothing stated within this Memorandum of Understanding 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 (RSA), which is part of this Memorandum of Understanding, but is entered into separately.

#### IV. CERTIFICATION OF AUTHORITY

Parties, by signature, 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 Workforce Investment Act, Section 121 (a)(2)(3) and the Washington State Unified Plan, and in agreement with the South Central Consortium, the South Central Workforce Development Council shall exercise such powers, functions, and responsibilities as are 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 authority does not entitle Yakima, Kittitas, Klickitat, or Skamania Counties or the South Central Workforce Development Council to manage or oversee individual partner programs.
- b.) The One-Stop Partnership of Central Washington shall exercise such powers as are necessary to implement and carryout One-Stop services as described in the Workforce Development Area's Strategic and Operations Plans and all 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 of Understanding shall include all required services specified in the Workforce Investment Act of 1998, Section 134(d)(2), (Core Services) and those services described in the Workforce Development Area's Operations Plan and all subsequent modifications.

#### VII. COST OF OPERATION AND SERVICES

All partners located in a WorkSource Center and/or affiliate site shall participate in sharing the costs of operation and service provision through Resource Sharing Agreements initiated by the WorkSource Operator, developed to establish the terms and conditions under which co-located partners will share resources and responsibilities.

## VIII. REFERRALS

Each party to this Memorandum of Understanding agrees to comply with the following referral procedure to achieve efficient, 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 system.
- b.) Customers referred to WorkSource Centers, affiliate sites or partners of the system shall be referred by telephone, written, or electronic communication.
- c.) Referrals to WorkSource Centers, affiliate sites or partners of the system shall include the name of the customer being referred, the organization and person making the referral, the date of the referral, and the reason for the referral.
- d.) Organizations shall maintain records of all referrals made, including the name of the customer referred, the names of the organization and contact person being referred to, the date of the referral, and the reason for the referral. Such records shall be in written or electronic form and will include entry in SKIES when appropriate and applicable.
- e.) Organizations shall maintain records of all referrals received, the date the referral made contact and the action taken. Such records shall be in written or electronic form and will include entry in SKIES when appropriate and applicable.

## IX. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Parties to this agreement assure full compliance with the nondiscrimination and equal opportunity provisions of the following laws:

1. 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;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. 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 compliance 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. No party assumes any responsibility to any 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 South Central 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 parties of this Memorandum of Understanding agree that all activities pursuant to this 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 One-Stop services by linking partners. The resources of each partner may only be used to provide services that are authorized and provided under that 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 Partnership for providing a comprehensive employment and training system in Kittitas, Yakima, Klickitat, and Skamania Counties according to law and regulations.

**On behalf of the South Central Consortium**

Ronald F. Gamache 5-28-07  
Ronald Gamache, Chief Local Elected Official & Chair, South Central Consortium Date

**WORKSOURCE PARTNER ORGANIZATIONS**

**Casey Family Programs**

Lynn Biggs, Director Lynn Biggs 05.29.07  
Authorized Signature Name Date

**Elmview**

Bruce Tabb Bruce Tabb 5.24.07  
Authorized Signature Name Date



WORKSOURCE PARTNER ORGANIZATIONS, CONT.

**Pacific Northwest Regional Council of Carpenters**

Rockey Marshall Authorized Signature      Rockey Marshall Name      5/4/07 Date

**Provident Horizon Group**

Sherie Leadon Authorized Signature      Sherie Leadon Name      5-25-07 Date  
Tom Gaulke Name

**South Central Workforce Council**

Cheryl Dale Authorized Signature      Cheryl Dale Name      5-18-07 Date

**Vocations Unlimited (Goodwill Industries)**

Kathy Dugan Authorized Signature      Kathy Dugan Name      5-29-07 Date

**Washington Gorge Action Programs**

\_\_\_\_\_  
Authorized Signature      Linda Schneider Name      \_\_\_\_\_ Date

**Washington State Department of Services for the Blind**

Patricia Everly Authorized Signature      Patricia Everly Name      5/25/07 Date

**Washington State DSHS Community Services Region 2**

Dave Rendon Authorized Signature      Dave Rendon Name      5/2/07 Date

**Washington State DSHS Community Services Region 6**

Gloria Marshall-Perez Authorized Signature      Gloria Marshall-Perez Name      5/24/07 Date  
Cindy Mund Name



WORKSOURCE PARTNER ORGANIZATIONS, CONT.

Washington State Division of Vocational Rehabilitation

Eileen Fielding Authorized Signature      Eileen Fielding Name      5/04/07 Date

Washington State ESD - South Central Workforce Area/WorkSource Yakima & Sunnyside

Lazaro B. Sanchez Authorized Signature      Lazaro B. Sanchez Name      5-4-07 Date

Washington State Migrant Council

Carlos M. Diaz Authorized Signature      Carlos Diaz Name      \_\_\_\_\_ Date

WorkSource Columbia Gorge/WorkSource Goldendale & Skamania Affiliates

Anne Goranson-Salas Authorized Signature      Anne Goranson-Salas Name      5/9/07 Date

Yakama Nation

\_\_\_\_\_  
Authorized Signature      Lavina Washines Name      \_\_\_\_\_ Date

Yakima Valley Community College

Linda Kaminski Authorized Signature      Linda Kaminski Name      5/4/07 Date

Yakima Valley Farm Workers Clinic/NCAC/WorkSource Toppenish Affiliate

Juan Carlos Olivares Authorized Signature      Juan Carlos Olivares Name      4/24/07 Date