

Memorandum of Understanding Local Workforce Development Area 15 – Ramsey County One-Stop Service Delivery System

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed by the parties for the operation of the One-Stop Service Delivery System in Local Workforce Development Area 15 as required under the Workforce Innovation and Opportunity Act of 2014 (WIOA).

Parties to this Agreement include:

Workforce Innovation Board of Ramsey County (WIB) WDA #15, Chair, Elisa Rasmussen
Ramsey County Commissioner, Rena Moran

Partners			
Partner Name	Program	Program Authority	On-Site
Ramsey County Workforce Solutions (WFS)	Employment Services	WIOA Title I – Adult and Dislocated Worker programs	Yes
	WIOA Youth Program	WIOA Title 1 – Youth programs	Yes
	Employment Services	MN Statute 116L.17 – State Dislocated Worker Program	Yes
	Minnesota Youth Program	MN Statute 116L.56 – Minnesota Youth Program	Yes
	Temporary Assistance for Needy Families/Minnesota Family Investment Program	Social Security Act – part A of Title IV programs (TANF)	Yes
Dept. of Employment and Economic Development (DEED)	Job Service	WIOA Title III - Wagner-Peyser & Migrant Seasonal Farmworker Programs	Yes
	Employment Services	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA)	Yes
	Vocational Rehabilitation Services	WIOA Title IV- Rehabilitation Act, Title I, Vocational Rehabilitation Services	Yes
	Veterans Services	Chapter 41 Title 38, USC - Jobs for Veterans	Yes
	Minnesota Unemployment Insurance	Unemployment Insurance programs authorized under state law	Yes
	State Services for the Blind	State Services for the Blind	No
Minneapolis American Indian Center	Native American Programs	WIOA Title I – Native American Programs	No
St. Paul Public Schools ISD #622 Community Ed ThinkSelf	Adult Basic Education (ABE)	WIOA Title II – Adult Education & Literacy	Yes
National Indian Council on Aging, Inc. Senior Service America	Senior Community Service Employment Program	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP)	No
Saint Paul College Century College	Post-Secondary Career and Technical Education	Carl D. Perkins Career and Technical Education	No
Metropolitan State University	Higher Education		No
Community Action Partnership of Ramsey and Washington Counties	Community Services Block Grant Employment & Training Programs	Community Services Block Grant Act (42 U.S.C 9901)	No
Saint Paul Public Housing Agency	PHA Section 3 Job Skills and Employment Training	Department of Housing and Urban Development (HUD) – Employment and Training Programs	No

Hubert Humphrey Job Corps	Job Corps	Job Corps	No
Guadeloupe Alternative Program (GAP) Goodwill-Easter Seals Minnesota City Academy, Dayton's Bluff Neighborhood	YouthBuild	YouthBuild	No
Goodwill-Easter Seals Minnesota	Reentry Employment Opportunities	US Department of Labor	No

Article I: One-Stop System Description

WDA 15's One-Stop system consists of one Comprehensive CareerForce Center. In addition, services are available in multiple community sites:

Comprehensive CareerForce Center	Address
Minnesota CareerForce Center	540 Fairview Ave, Suite 103, St. Paul, MN 55104

B. Administrative Structure

1. State Workforce Agency: Minnesota Department of Employment & Economic Development, 332 Minnesota Street, Suite E200, St. Paul, MN 55101.
2. Administrative Entity: Ramsey County Workforce Solutions, 121 7th Place E., Suite 2100 St. Paul, MN 55101
3. Fiscal Agent: Ramsey County, 121 7th Place E., Suite 2100 St. Paul, MN 55101
4. Chief Elected Official: Rena Moran, Ramsey County Courthouse, 15 W. Kellogg Blvd., St. Paul, MN 55101
5. One-Stop Operator: One Stop Operator Consortium: Job Service, Temporary Assistance for Needy Families, State Vocational and Rehabilitation Services, Lead agency: Workforce Solutions, 121 7th Place E., Suite 2100 St. Paul, MN 55101

Article II: Agreement Period

- A. This MOU will be in effect from December 7, 2023, until December 31, 2024.
- B. A renewal of this MOU will be executed in order to remain compliant with WIOA Section 121(c). In the event that the renewal MOU will not be fully executed and effective on the date this MOU expires, the appeal process described in Article X of this document must be initiated.

Article III: Partner Responsibilities

- A. All parties to this MOU will assume the responsibilities identified below, unless otherwise specified in this Article.

1. Make the career services provided under the Partner's program available to individuals through the Area's One-Stop delivery system in accordance with Article IV of this MOU.
 2. Participate in cost-sharing activities as described in Article VI of this MOU and use a portion of funds made available to each partner's program—to the extent not inconsistent with the federal law that authorizes each partner program—to:
 - a. Create and maintain a Comprehensive One-Stop Center (i.e. CareerForce Center); and
 - b. Provide the services required under WIOA Section 121(e).
 3. Remain as a party to this MOU throughout the Agreement period identified in Article II in order to participate in a One-Stop Center.
 4. Participate in the operation of the One-Stop Centers in accordance with the terms of this MOU.
 5. Membership can be amended if necessary by law, rule, or regulation. Additional partners can be added to this MOU by written notice to all partners. Existing partners may add additional program responsibilities in the same manner. If any existing partner objects to the WIB in writing within thirty (30) days of receiving such notice, the issue will be referred to the WIB for resolution.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, Partner responsibilities include:
1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
 2. Compliance with WIOA and all federal, state, and local laws, rules, and policies applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify WIB of any changes to the rules governing its respective program that impact the partner's performance under this MOU.
 3. Each partner must ensure compliance with One-Stop Center policies and procedures published on the DEED policy website.

Article IV: Programs, Services, Activities & Method of Referrals

All required one-stop partner programs are accessible on site at the comprehensive WDA 15 CareerForce Center per [20 CFR §678.305](#).

Method of Service Delivery and Referrals	Description
Brochures and program information- Partner	Program information from Partner agency is available in at least one of the three Ramsey County sites
Brochures and program information- CareerForce Center(s)	Program information from Ramsey County sites is available at Partner sites.
Direct referral- Partner	Staff at Ramsey County sites are familiar with the services of the Partner agency and makes a direct referral (warm hand-off) by calling Partner and/or completing requiring referral process with customer. Partners are available for follow up and are able to provide more in-depth information to each customer regarding services available at sites.

Direct referral- CareerForce Center(s)	Staff at Partner site is familiar with Ramsey County sites and makes a direct referral (warm hand-off) by calling site(s) and/or completing requiring referral process with customer. Ramsey County staff are available for follow up and are able to provide more in-depth information regarding programs and services.
Service coordination- Co Case Management	Partner staff and Ramsey County CareerForce Center(s) and sites staff work closely to make referrals, may send referral paperwork and data releases, may make joint phone calls or host joint meetings with mutual customers. The goal is to ensure that customers have one comprehensive goal action plan to follow and implement, and to provide customers with access to all the resources that can benefit the customer and customer's family.
Onsite customer visits	Partner staff visits Ramsey County CareerForce Center(s) and sites and brings in customers with them for a direct connection (warm hand-off).
Onsite staff visits	Partner staff visits Ramsey County CareerForce Center(s) and sites to provide service information to customers by participating in information fairs and events at site's physical location and/or participation in special events.
In person (Onsite) service or colocation of Partner staff	Partner Staff is onsite at Ramsey County CareerForce Center(s) and sites.
In person (Onsite) service or colocation of CareerForce Center staff	Ramsey County CareerForce Center(s) and sites staff is onsite at partner site.
Joint programming	Ramsey County CareerForce Center(s) and sites, and/or Workforce Solutions works collaboratively on a specific program or grant.

Partner Services: This identifies the services each required partner will provide and the method(s) of service delivery and referrals each partner will use.

Partner Name: Ramsey County Workforce Solutions
Program Name: Adult and Dislocated Worker (WIOA Title I)
Services Provided: Career services, training, support services and referrals.
Delivery Method(s): In person services available in Ramsey County Comprehensive CFC and Affiliate site.
Method of Referral: Direct referral- Partner and Direct referral- CareerForce Center(s) available for the Specialized Center. Service coordination- Co Case Management available with Temporary Assistance to Needy Families Program, Youth (WIOA Title I), and Minnesota Youth Program.

Partner Name: Ramsey County Workforce Solutions
Program Name: Youth (WIOA Title I)
Services Provided: Career/direct services to youth including subsidized work experiences, occupational and work readiness training, mentoring, financial literacy, support services and other employment & education supports.
Delivery Method(s): In person services available in Ramsey County Comprehensive CFC, Affiliate and other community locations convenient to youth. Specialized cohort programming.
Method of Referral: Direct referral- Partners and community members.

Partner Name: Minneapolis American Indian Center
Program Name: Native American Programs (WIOA Title I)
Services Provided: Employment and training services to American Indians, Alaskan Natives and Hawaiian Natives residing within a 71 county service delivery area which does NOT include Hennepin County (served by American Indian OIC/Takoda Prep) or the

reservation boundaries (served by respective tribal programs). Eligible veterans and spouses receive priority of services.

Delivery Method(s): Brochures and program information- Partner.
Method of Referral: Direct referral- Partner.

Partner Name: **Saint Paul Community Literacy Consortium (SPCLC)/St. Paul Public Schools, East Metro/ISD 622, & ThinkSelf Deaf Adult Basic Education (ABE)**

Program Name: Adult Education and Literacy (WIOA Title II)

Services Provided: SPCLC and Metro East provide English Language Learning, adult basic education, GED and Adult Diploma, career pathways work, conditional work referral, Integrated English Literacy (IEL) Civics, and other collaborative programming in the area of ABE.

ThinkSelf Deaf ABE provides English Language Learning, adult basic education, GED and Adult Diploma, career pathways work, conditional work referral, IEL Civics, and other collaborative programming in the area of ABE for deaf adults.

Delivery Method(s): In person and online services at Affiliate and Specialized sites. Brochures and program information- Partner at all sites.

Method of Referral: Direct referral- Partner at all sites. Direct referral- CareerForce Center(s).

Partner Name: **Dept. of Employment and Economic Development, Job Service**

Program Name: Wagner-Peyser and Migrant Seasonal Farmworker Programs (WIOA Title III)

Services Provided: Job search, referrals, career exploration and technology access.

Delivery Method(s): In person and remote services available in Comprehensive CFC and Affiliate sites. Brochures and program information- Partner available in Specialized site.

Method of Referral: Direct referral- Partner. In person (Onsite) service or colocation of CareerForce Center staff.

Partner Name: **Dept. of Employment and Economic Development, Vocational Rehabilitation Services**

Program Name: Vocational Rehabilitation Services (WIOA Title IV)

Services Provided: Referrals and integrated services.

Delivery Method(s): In person (Onsite) service or colocation of Partner staff at Comprehensive CFC. Brochures and program information- Partner. Brochures and program information- CareerForce Center(s).

Method of Referral: Direct referral- Partner at Affiliate and Specialized Centers. Direct referral- CareerForce Center(s) at Affiliate and Specialized sites. Service coordination- Co Case Management.

Partner Name: **Ramsey County Workforce Solutions**

Program Name: Dislocated Worker Program

Services Provided: Career services, training, support services and referrals.

Delivery Method(s): In person services available in Comprehensive CFC and Affiliate sites.

Method of Referral: Direct referral- Partner and Direct referral- CareerForce Center(s) available for the Specialized Center.

Partner Name: **Ramsey County Workforce Solutions**

Program Name: Minnesota Youth Program

Services Provided: Career/direct services to youth including subsidized work experiences, work readiness training and support services.

Delivery Method(s): In person services available in Comprehensive CFC, Affiliate, and other community locations convenient to youth

Method of Referral: Direct referral- Partner and community members.

Partner Name: **Dept. of Employment and Economic Development, Veterans Services**

Program Name: Veterans Employment Services
Services Provided: Business services to employers hiring veterans. Employment, reemployment and educational assistance to veterans, including individualized career guidance services, workshops and priority of service referrals.
Delivery Method(s): In person services available at the Comprehensive CFC. Brochures and program information- Partner available at Affiliate and Specialized sites.
Method of Referral: Direct referral- Partner.

Partner Name: **Dept. of Employment and Economic Development, Job Service**
Program Name: Unemployment Insurance programs
Services Provided: Onsite orientations for eligible persons at Comprehensive and Affiliate Sites.
Delivery Method(s): In person services available in Comprehensive CFC and Affiliate sites.
Method of Referral: Direct referral- Partner available at Specialized site.

Partner Name: **Ramsey County Workforce Solutions**
Program Name: Temporary Assistance to Needy Families Program
Services Provided: Public Assistance Employment programming.
Delivery Method(s): In person services available in Affiliate and Specialized sites.
Method of Referral: Direct referral- Partner (Comprehensive CFC site).

Partner Name: **MET (Motivation Education & Training, Inc.)**
Program Name: Senior Community Service Employment Program (Older Americans Act Title V)
Services Provided: Paid, part-time, community service employment training for unemployed, low-income seniors with poor employment prospects.
Delivery Method(s): Brochures and program information- Partner. Service coordination- Co Case Management.
Method of Referral: Direct referral- Partner.

Partner Name: **National Indian Council on Aging, Inc.**
Program Name: Senior Community Service Employment Program (Older Americans Act Title V)
Services Provided: Senior Employment Services (SCSEP Grant Project Direction).
Delivery Method(s): Oversight of SCSEP.
Method of Referral: Direct referral- Partner.

Partner Name: **Dept. of Employment and Economic Development, Trade Adjustment Assistance**
Program Name: Trade Adjustment Assistance (Trade Act Title II)
Services Provided: Employment services based on eligibility for Trade Adjustment Assistance.
Delivery Method(s): In person services available in Comprehensive CFC and Affiliate site.
Method of Referral: Brochures and program information- Partner available at Specialized site. Direct referral- Partner available at Specialized site.

Partner Name: **Saint Paul College and Century College**
Program Name: Carl D. Perkins Career and Technical Education
Services Provided: Education, college preparedness, assessments, and referrals.
Delivery Method(s): Brochures and program information- Partner, Brochures and program information- CareerForce Center(s).
Method of Referral: Direct referral- Partner.

Partner Name: **Metropolitan State University**
Program Name: Higher Education Partner
Services Provided: Education – Bachelor/Graduate degrees, assessments, and referrals.
Delivery Method(s): Brochures and program information- Partner.
Method of Referral: Direct referral- Partner.

Partner Name: **Community Action Partnership of Ramsey & Washington Counties**
Program Name: Community Services Block Grant Employment & Training Programs
Services Provided: Employment search and support, training, financial education, VITA tax clinic, and car ownership program.
Delivery Method(s): Brochures and program information- Partner.
Method of Referral: Direct referral- Partner.

Partner Name: **Saint Paul Public Housing Agency**
Program Name: PHA Section 3 Job Skills and Employment Training
Services Provided: Housing assistance.
Delivery Method(s): Brochures and program information- Partner.
Method of Referral: Direct referral- Partner. Direct referral- CareerForce Center(s).

Partner Name: **Dept. of Employment and Economic Development, State Services for the Blind**
Program Name: State Services for the Blind (WIOA Title IV, Older Blind Program & Communication Ctr)
Services Provided: Tools, training and technology to help people who are blind, visually impaired, or DeafBlind to live independently and to prepare for, find and advance in competitive employment. Also provides audio, braille, and e-text transcription and a radio reading service.
Delivery Method(s): Brochures and program information- Partner
Method of Referral: Direct referral- Partner.

Partner Name: **Hubert Humphrey Job Corps Center**
Program Name: Job Corps (WIOA Title I)
Services Provided: Education and employment services.
Delivery Method(s): Brochures and program information- Partner. Brochures and program information- CareerForce Center(s).
Method of Referral: Direct referral- Partner. Direct referral- CareerForce Center(s), Onsite customer visits.

Partner Name: **Change Inc. (formerly known as Guadalupe Alternative Program)**
Program Name: YouthBuild
Services Provided: Educational programming, work readiness, leadership and referrals.
Delivery Method(s): Brochures and program information- Partner. Brochures and program information- CareerForce Center(s).
Method of Referral: Direct referral- CareerForce Center(s).

Partner Name: **Goodwill-Easter Seals Minnesota**
Program Name: YouthBuild
Services Provided: Educational programming, work readiness, carpentry training, leadership and referrals.
Delivery Method(s): Services are delivered online, classroom and in carpentry settings. Program information is available via the partner website and brochures.
Method of Referral: Direct referral- Partner. Onsite staff visits.

Partner Name: **Dayton's Bluff Neighborhood Housing/City Academy**
Program Name: YouthBuild
Services Provided: Education, Job Training, Career Exploration, Mentoring
Delivery Method(s): Services are delivered in a classroom setting and on job sites. Brochures and program information- Partner
Method of Referral: Direct referral- Partner

Partner Name: **Goodwill-Easter Seals Minnesota**
Program Name: Reentry Employment Opportunities

Services Provided:	Case Management, work readiness, job placement, mentoring, and referrals.
Delivery Method(s):	Services are delivered in-person and virtually. Brochures and program information- Partner
Method of Referral:	Direct referral- Partner. Onsite staff visits.

Article V: Programmatic Accessibility

All partners agree to utilize methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system. Method descriptions include but are not limited to:

Technology – Accessible technology for those who are visually impaired in Career Labs; use of CareerForce.mn.com to share program and activity information; e-mail blasts of training, employment and Career Services to registrants of the system and partners; and the use of other on-line resources to promote the system, such as web posts, Facebook or Twitter.

Materials – Printed material about services at partner locations and printed materials in multiple languages.

Article VI: Funding/Resource Sharing

The Infrastructure Funding Agreement (IFA) for the WDA 15 Career Force Center is attached to this MOU as Attachment A.

A. One-Stop Funding/Resource Sharing Requirements:

1. WIOA section 121 (c) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the One-Stop Centers must be described in this MOU.
2. The methodologies described herein must be allowable under each partner’s respective program and under all applicable federal and state rules—including the Office of Management and Budget (OMB) Circulars applicable to each partner’s type of organization. Per 66 Fed. Reg. 29638, this MOU must identify:
 - a. The shared One-Stop Center costs.
 - b. The methodologies that will be used to determine each party’s proportionate “fair” share of those costs
 - c. The methodologies that will be used to allocate each party’s fair share of costs across the cost categories.
 - d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

B. One-Stop Operating Costs:

1. The shared One-Stop Center(s) operating costs, the projected cost amounts, and each party’s method of funding its fair share of those costs are identified in the cost sharing agreements, which are attached to this MOU and hereby incorporated. See Attachment A.

C. **Changes to cost sharing agreements:**

1. All parties expressly understand and agree that the initial costs listed in the cost sharing agreements will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU.
2. Updates to the cost sharing agreements will require an amendment to this MOU.
3. Any time a cost sharing agreement is modified, the WIB must provide all parties with notice of the modification and a copy of the modified Agreement.

Article VII: Termination/Separation

A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU.
2. WIOA regulations are repealed.
3. Local area designations are changed.

B. **Partner Separation:** As stated in the Recitals, WIOA Section 121(c) mandates the execution of this MOU between the WIB and partners. However, any single partner may request to terminate its participation as a party to this MOU. In such an event, the WIB will provide written notice within sixty (60) days of the request to all remaining partners. The WIB will amend this MOU per Article VIII if the termination request is granted. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.

C. **Effect of Termination:** Per WIOA Section 121 and 65 Fed. Reg. 49294, 49312, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the One-Stop system and will not be permitted to serve on the WIB as a One-Stop partner representative.

D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses funding or the authority to administer the federal or state program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121 must send written notice of the change in status to the WIB as soon as possible. WIB will forward the notice to DEED. In such an event, a formal amendment to this MOU per Article VIII will be required. The entity may continue as an additional partner if mutually agreed by the WIB, chief elected officials, and the remaining partners.

Article VIII: Amendment and Renewal

A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, plans, or policies; or for one or more of the following reasons:

1. The removal of a partner from this MOU.
2. Removal of program responsibilities for any partner that administers more than one federal program.
3. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
4. A change in the services, service delivery methods currently utilized, or referral methods.
5. A change in a cost sharing agreement.

6. If funding cuts by one or more programs are so substantial that One-Stop operations cannot continue as specified herein and a new MOU must be negotiated.
- B. All parties agree that amendments need only be signed by authorized representatives of the WIB, the Chief Elected Official, and the affected partner(s). All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the WIB that includes:
 - a. The requesting party's name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
 2. If the request is approved, the WIB will notify the remaining parties of the intent to amend and will provide each remaining party fifteen (15) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to WIB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
 3. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to WIB within the specified timeframe.
 4. WIB will review the listed questions/concerns and will issue a response within thirty (30) days of receipt of the list. If WIB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
 5. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to the WIB for the final signature.
 6. The WIB will distribute copies of the fully executed amendment to all parties and to DEED upon execution.
- C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the Area's One-Stop system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.
- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.
- E. The MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services.

Article IX: Confidentiality

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personal identifying data will be limited to purposes that support the programs and activities described in this MOU as part of the One-Stop service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personal identifying information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the One-Stop system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personal identifying information is accessible by unauthorized individuals.

Article X: Impasse—Dispute Resolution

In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the following process must be followed:

- 1) The WIB and partners must document the negotiations and efforts that have taken place in the MOU. The State Board, One-Stop partner programs, and the Governor may consult with the appropriate Federal agencies to address impasse situations related to issues other than infrastructure funding after attempting to address the impasse. Impasses related to infrastructure cost funding must be resolved using the State infrastructure cost funding mechanism described in 20 CFR 678.730.
- 2) The WIB must report failure to execute an MOU with a required partner to the Governor, State Board, and the State agency responsible for administering the partner's program (20 CFR 361.510).
- 3) If necessary, the State Board will act as mediator to assist all parties to come to agreement on an MOU.
- 4) If after mediation an impasse still exists, the State Board will approve an MOU that will be binding to all parties included in the MOU.

Article XI: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

Article XII: General Provisions

The laws and regulations listed in this Article XII are generally applicable to most publicly funded programs administered by DEED. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. **Jobs for Veterans Act.** As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

- B. **Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- D. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Minnesota's ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with Minnesota Ethics laws.

Article XIII: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

Article XIV: Counterpart

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.