

**MEMORANDUM OF UNDERSTANDING**  
Pursuant to the Workforce Innovation and Opportunity Act of 2014  
For the Dane County Job Center(s)  
A Comprehensive Job Center(s)

This Memorandum of Understanding (MOU) fulfills the Workforce Innovation and Opportunity Act requirements to document and reach agreement among State and other required parties for negotiating cost sharing, service access, service delivery and other matters required and essential to the establishment of the local one-stop delivery system. This MOU describes the commitment of the parties to provide integrated workforce services at the Dane County Job Center in South Central Wisconsin.

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## I. Parties

The parties to this Memorandum of Understanding (MOU) are:

WIOA Required Party	Local MOU Party (Name, Signatory, Address, Phone, Email)
Chief Elected Official	Dodge County Board Chair Russell Kottke W8542 Laurel Hill Rd Fox Lake, WI 53933 (920) 928-3168 rkottke@co.dodge.wi.us
Local Workforce Development Board	Workforce Development Board of South Central WI Seth Lentz 3513 Anderson St Ste 104 Madison, WI 53704-2607 (608) 249-9001 slentz@wdbscw.org
WIOA Title I Adult WIOA Title I Youth WIOA Title I Dislocated Worker	Workforce Development Board of South Central WI via Employment and Training Association Seth Lentz 3513 Anderson St Ste 104 Madison, WI 53704-2607 (608) 249-9001 slentz@wdbscw.org
WIOA Title I Job Corps	Not available
WIOA Title I Migrant and Seasonal Farmworker programs	Department of Workforce Development Caleb Frostman 201 E Washington Ave, GEF 1 Madison, WI 53707-7946 (608) 266-3131 sec@dwd.wisconsin.gov
WIOA Title I Native American programs	Not available
WIOA Title I YouthBuild	Operation Fresh Start Greg Markle 2670 Milwaukee St Madison, WI 53704 (608) 244-8162 gmarkle@operationfreshstart.org

<p>WIOA Title II Adult Education and Family Literacy Act (AEFLA) program</p>	<p><u>Adult Education</u>  Madison College  Tim Casper  1701 Wright St  Madison, WI 53704  (608) 246-6035  tcasper@madisoncollege.edu</p> <p><u>Family Literacy Act</u>  Jeff Burkhart  701 Dane St  Madison, WI 53713  (608) 268-6539  jeff@litnetwork.org</p>
<p>WIOA Title III Wagner-Peyser ES</p>	<p>Department of Workforce Development  Caleb Frostman  201 E Washington Ave, GEF 1  Madison, WI 53707-7946  (608) 266-3131  sec@dwd.wisconsin.gov</p>
<p>WIOA Title IV Vocational Rehabilitation program</p>	<p>Department of Workforce Development  Caleb Frostman  201 E Washington Ave, GEF 1  Madison, WI 53707-7946  (608) 266-3131  sec@dwd.wisconsin.gov</p>
<p>Senior Community Service Employment Program (Title V of Older Americans Act of 1965)</p>	<p>Greater Wisconsin Agency on Aging Resources, Inc  Robert Kellerman  1414 MacArthur Road Ste A  Madison WI 53714  (608) 243-5670  bob.kellerman@gwaar.org</p>
<p>Trade Adjustment Assistance (Trade Act of 1974)</p>	<p>Department of Workforce Development  Caleb Frostman  201 E Washington Ave, GEF 1  Madison, WI 53707-7946  (608) 266-3131  sec@dwd.wisconsin.gov</p>

Jobs for Veterans State Grants (Chapter 41 of Title 38)	Department of Workforce Development Caleb Frostman 201 E Washington Ave, GEF 1 Madison, WI 53707-7946 (608) 266-3131 sec@dwd.wisconsin.gov
Unemployment Compensation programs under state law	Department of Workforce Development Caleb Frostman 201 E Washington Ave, GEF 1 Madison, WI 53707-7946 (608) 266-3131 sec@dwd.wisconsin.gov
Reentry Employment Opportunities (REO) program (Second Chance Act of 2007)	Not available
Career and technical education programs at postsecondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006	Madison College Tim Casper 1701 Wright St Madison, WI 53704 (608) 246-6035 tcasper@madisoncollege.edu
Community Services Block Grant employment and training activities (Community Services Block Grant Act)	Community Action Coalition of South Central WI David Vobora 1717 N Stoughton Road Madison, WI 53704 (608) 246-4730 dvobora@cacscw.org
Department of Housing and Urban Development (HUD) employment and training programs	The Packer Community Learning Center Margaret Porco 1927 Northport Drive Madison, WI 53704 (608) 770-7025 mdporco@me.com

The information above shall be updated as needed by giving written notice to all parties.

## II. Legal Authority

The parties shall comply with all applicable Federal and State laws and regulations, and local laws to the extent that they are not in conflict with Federal or State requirements.

This MOU and its attachments have been created pursuant to the Workforce Innovation and Opportunity Act (WIOA); Joint Rule for Unified and Combined State Plans, Performance Accountability, and One-Stop System Join Provisions: Final Rule; TEGL 16-16, One-Stop Operations Guidance for the American Job Center Network; TEGL 17-16, Infrastructure Funding of the One-Stop Delivery System; and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

The parties to this MOU agree to abide by the Wisconsin State Open Records Law, Wis. Stat. §§ 19.31 – 19.39.

The parties to this MOU agree to abide by confidentiality provisions in 20 CFR part 603, 45 CFR Section 205.50, 20 USC 1232g, 34 CFR part 99, 34 CFR 361.38, FERPA, and any other applicable Federal and State privacy laws and regulations.

The parties to this MOU shall not discriminate in their programs and activities as prohibited by Section 188 of WIOA (29 U.S.C. § 3248) and its implementing regulations found at 29 CFR Part 38; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), and title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.). Pursuant to 2019 Wisconsin Executive Order 1, Grantees agree to hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

This MOU will be construed, interpreted, and enforced according to the laws of the State of Wisconsin.

### III. Location(s)

This MOU covers service delivery and related costs associated with the following one-stop center(s):

Job Center Name	Job Center Type (Comprehensive, Affiliate, or Other)	Job Center Manager's Name and Title	Job Center Street Address	Job Center Street City and Zip	Job Center Phone Number	Job Center Days and Hours of Operation	Job Center Website Address
Dane County Job Center	Comprehensive	Julie Enloe, OneStop Operator	1819 Aberg Ave	Madison, WI 53704	(608) 2424900	M-F, 7:45a – 4:30p	<a href="http://wisconsinjobcenter.org/directory/wda10/0810.htm">wisconsinjobcenter.org/directory/wda10/0810.htm</a>

IV. Services

A summary of services and employment, training and business activities for the [Job Center] is found in the tables below.

Codes:

O = onsite

SR = service by referral

IT = information provided by trained staff

Basic Career Services	Eligibility det. for I-B programs	Job center outreach, intake, and orientation	Initial assessment of skill levels, aptitudes, abilities, support needs	Labor exchange services	Referrals to and coord. with other programs and services	Provision of workforce and LMI data	Provision of information on ETP performance and program costs	Provision of local performance measures and job center performance	Info and referrals to supportive services	Provision of info and assistance on filing UI claims	Assistance est. eligibility for financial aid for training /education not provided under WIOA
Title I Adult	O SR IT	O SR IT	O SR IT		O SR IT	O SR IT	O SR IT	O SR IT	O SR IT	O SR IT	O SR IT
Title I Youth	O SR IT	O SR IT	O SR IT		O SR IT	O SR IT	O SR IT	O SR IT	O SR IT	O SR IT	O SR IT
Title I DW	O SR IT	O SR IT	O SR IT		O SR IT	O SR IT	O SR IT	O SR IT	O SR IT	O SR IT	O SR IT
Job Corps											
MSF		O	SR IT	O	IT	IT			IT	O	IT
YouthBuild	SR	SR	SR		SR				SR		
Title II		SR	SR IT		SR			IT	SR		SR
Title III		O	SR IT	O	IT	IT			IT	O	IT
Title IV	SR				SR				SR		SR
SCSEP					SR						
TAA		O	SR IT	O	IT	IT			IT	O	IT
UI		O	SR IT	O	IT	IT			IT	O	IT
REO		O	SR IT	O	IT	IT			IT	O	IT
Perkins			SR								SR
CSBG									SR		
HUD									SR		SR
JVSG					IT	IT			IT		
Native American											

Per 652.207(b)(4), the labor exchange services provided under the Wagner-Peyser Act in the local area are as follows: Title III manages and delivers one-on-one Job Center Resource Room service including: intake, assessment, potential eligibility determination, job search/career planning information, labor market information, and service referrals. We provide accredited employment counseling and testing as resources allow. Also, we provide special assistance as federally mandated to the following targeted groups: Veterans, Dislocated Workers/UI Claimants, and Migrant & Seasonal Farm workers. Lastly, we provide, under special grants and contracts, intensive case-managed services for eligible clientele whose needs exceed services available to the general public. Title III also has an obligation to the employers in our state, so we manage and deliver a statewide, nationally-linked system of job order servicing assistance to employers seeking to make their recruitment needs and employment opportunities known through the One Stop System. Provide technical assistance and liaison services to employers in recruitment and workforce retention planning. Provide assistance to employers in the use of the largest source of current information regarding area job openings, actual wages, benefit programs, and other terms & conditions of employment. Plan and provide special services, including Job Fairs, U.S. DOL-approved recruitment testing programs & seminars on labor force, and workplace development issues.

Individualized Career Services	Comp. and spec. assessments of skill levels and service needs of A, DW	IEP devel.	Group counsel	Indiv. counsel	Career planning	ST prevoc. services	Internships and WEX	Workforce prep. activities	Financial literacy services	Out of area job search assistance and relocation	Eng. lang. acquisition and integrated. and training progs.	Follow-up to A, DW
Title I Adult	O SR IT	O SR IT	O SR IT	O SR IT		O SR IT	O SR IT	O SR IT	O SR IT		SR IT	O SR IT
Title I Youth	O SR IT	O SR IT	O SR IT	O SR IT		O SR IT	O SR IT	O SR IT	O SR IT		SR IT	O SR IT
Title I DW	O SR IT	O SR IT	O SR IT	O SR IT		O SR IT	O SR IT	O SR IT	O SR IT		SR IT	O SR IT
Job Corps												
MSF	IT			O IT	O IT	IT	IT	O IT	IT	IT	O IT	IT
YouthBuild	SR		SR	SR	SR		SR	SR	SR			
Title II	IT		SR	SR IT	SR IT	IT		SR IT	SR		SR IT	
Title III	IT			O IT	O IT	IT	IT	O IT	IT	IT	O IT	IT
Title IV	SR	SR		SR	SR	SR	SR	SR	SR	SR	SR	SR
SCSEP				SR		SR		SR				



TAA	IT			O IT	O IT	IT	IT	O IT	IT	IT	O IT	IT
UI	IT			O IT	O IT	IT	IT	O IT	IT	IT	O IT	IT
REO	IT			O IT	O IT	IT	IT	O IT	IT	IT	O IT	IT
Perkins				SR	SR			SR	SR		SR	
CSBG				SR		SR			SR			
HUD				SR		SR		SR	SR		SR	
JVSG	SR IT	SR IT			SR IT							
Native American												

Training Services	Occ. Skills training	OJT	Incumbent worker training	Progs. Combining workplace training with related instruction	Training operated by private sector	Skill upgrading and retraining	Entrepreneurial training	Transitional jobs	Job readiness training provided in combo. With services in this section	Adult ed. And literacy activities, incl. ELL	Customized training
Title I Adult	SR IT	O SR IT	SR IT	SR IT	O SR IT	SR IT	SR IT	O SR IT	O SR IT	SR IT	SR IT
Title I Youth	SR IT	O SR IT	SR IT	SR IT	O SR IT	SR IT	SR IT	O SR IT	O SR IT	SR IT	SR IT
Title I DW	SR IT	O SR IT	SR IT	SR IT	O SR IT	SR IT	SR IT	O SR IT	O SR IT	SR IT	SR IT
Job Corps											
MSF	IT	IT	IT	IT	IT	IT	IT	IT	O IT	IT	IT
YouthBuild	SR				SR	SR			SR	SR	SR
Title II	SR		SR	SR		SR			SR IT	SR IT	
Title III	IT	IT	IT	IT	IT	IT	IT	IT	O IT	IT	IT
Title IV	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
SCSEP								SR	SR		
TAA	IT	IT	IT	IT	IT	IT	IT	IT	O IT	IT	IT
UI	IT	IT	IT	IT	IT	IT	IT	IT	O IT	IT	IT
REO	IT	IT	IT	IT	IT	IT	IT	IT	O IT	IT	IT
Perkins				SR					SR	SR	
CSBG											
HUD				SR						SR	

JVSG											
Native American											

Business Services	Labor exchange activities	LMI	Develop, convene or implement industry or sector partnerships	Customized business services:
Title I Adult	O SR IT	O SR IT	O SR IT	
Title I Youth	O SR IT	O SR IT	O SR IT	
Title I DW	O SR IT	O SR IT	O SR IT	
Job Corps				
MSF	O	O IT	IT	
YouthBuild			SR	
Title II		SR		
Title III	O	O IT	IT	
Title IV	SR	SR		
SCSEP				
TAA	O	O IT	IT	
UI	O	O IT	IT	
REO	O	O IT	IT	
Perkins		SR		
CSBG				
HUD				
JVSG	IT	IT	IT	
Native American				

## V. Access

One of the primary purposes of WIOA is to increase, particularly for those individuals with barriers to employment, access to and opportunities for the employment, education, training and support services they need to succeed in the labor market. The needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, will be addressed in the following ways.

- The parties agree to conduct outreach targeting barriered populations in coordination with one another as follows: The System coordinates a variety of events and strategies to connect employers with skilled workers. These include local and regional job fairs within the Job Center and at larger venues, specialized on-site hiring events at each Job Center, customized recruitment and pre-screening services by Title & co-located partners, to name a few. Partners often collaborate to support job seeker referrals and placements to business. The OSO works to inform and engage partners and program managers in regards to economic and programmatic initiatives and shifts via coordinated partner meetings and address any facility issues. The OSO also works to ensure core partners are working together at the affiliate sites to cross-pollinate information and strategies for a greater, regional impact. For example, the OSO schedules Job Center Management meetings at least quarterly to discuss Job Center-focused strategies to address economic conditions and industry needs. Members of the Dane Job Center Management meeting include Title 1, Title 3, Title 4, Human Services, Dane County Facilities Management, Forward Services (TANF / FSET)\*.
- The parties agree to actively refer customers to the most appropriate party to provide services based on need and available services as described in Section VI, Referral.
- The parties agree to ensure that customers who are deaf or hard of hearing, visually impaired, or have speech-language impairments, have access to appropriate technology, including assistive technology, as follows: Our OSO conducts training and provides reference guides as to available equipment for those with disabilities. Technology and equipment include (but not limited to): Language Line services to support the hearing impaired (American Sign Language and video conferencing) and for those with visual impairments, headsets for sound amplification, handheld & screen magnifiers for the vision impaired, test proctors, readers, accessible workstations, Wisconsin Relay 711 for the hearing impaired, and allowance of a service animal.
- The parties agree to ensure all limited English proficiency (LEP) individuals are provided language access, translation of vital documents, and information to access services as follows: The WDBSCW has provided guidance and training to all contractors on the availability and use of the Language Line service to support addressing service delivery situations where language may be a barrier. The WDBSCW has also established (through the OSO) an account with Language Line and conducted training on how to access these services. All of this information and guidance has also been packaged into a local Accessibility Resource Binder which has been provided to all OSC & affiliate sites, and related tools & resources are available on a shared Google Drive to support remote access when off site. Additionally, local binders have been created to house frequently used resources to support staff engagements in as well as outside of the AJCs .
- The parties agree to offer priority of service to veterans and eligible spouses for all WIOA programs, and to veterans and eligible spouses, recipients of public assistance, other lowincome individuals, and individuals who are basic skills deficient when providing individualized career services and training services with WIOA Adult funds.

## VI. Referral

The One-Stop Operator will ensure implementation of the referral process established by the parties. The referral system will provide integrated and seamless delivery of services to both job seekers and employers, as described below.

- The parties agree to familiarize themselves with the requirements for participation in each of the required party programs.
- To the extent possible, the parties agree to develop materials summarizing their program requirements and to make this accessible to all parties in the local area one-stop centers.
- The parties agree to refer clients who may be eligible for each other's programs to one another for services.
- The parties agree to evaluate ways to improve the referral process.
- The parties commit to robust and ongoing communication required for an effective referral process.
- The parties commit to actively follow up on referrals to assure that resources of the parties are being leveraged at an optimal level.

Methods of referral to be used include The One-Stop Operator monitors and manages the crossagency training of the service delivery strategies across Job Center programs and routinely meets with partners to discuss challenges and identify solutions. Most co-enrollment and referral service strategies commence informally--via in-person introductions, appointment/workshop scheduling at the Job Center. Job Center staff can also assist with the application/intake process as needed to ensure a smooth and successful intake and enrollment process across co-located programs. Staff also ask applicants if they are engaged in partner programs/services, and report such (verifying with documentation) in the appropriate data systems. The One-Stop Operator conducts informational and resource trainings throughout the year to educate the Job Center staff on the available programs & services, and ways to support co-enrollment. To add, the OSOcrafted Resource Guide highlights the general referral process to partner programs/service and the essential contacts to partner agencies. The guide is available to Job Center partners and staff electronically.

## VII. Duration

This MOU supersedes any previous MOUs for the job center(s) included in this MOU. This MOU shall remain in effect for one program year, from 07/01/2019 to 06/30/2020, until terminated by the repeal of the Workforce Innovation and Opportunity Act, otherwise by action of law, or in accordance with this MOU. Modifications to this MOU during its effective period shall be governed by Section VIII, Modification.

If there are any changes in the signatory official of the local workforce board or Chief Elected Official, the MOU must be re-executed by the new signatory official. If the new signatory official does not sign the MOU, he must follow the Modification procedures in Section VIII.

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

## VIII. Modification

This MOU may be amended at any time by written agreement of the parties. If the actual expenditures for a budget line item are projected to increase by 10% or more from the budgeted line item, then the direct payor for that line item must notify all parties participating in the Budget in writing so they may determine whether they agree to amend the MOU.

This MOU shall be amended upon agreement of the parties that is consistent with federal, state or local laws, policies, or regulations, for one or more of the following reasons:

- The addition or removal of a party from this MOU;
- The addition or removal of program responsibilities for any party that administers a Federal program;
- A change in the physical location of the Dane County Job Center;
- A change in one or more of the methods to allocate costs in the Budget;
- The need to renegotiate a party's proportionate share of costs based changes in the method or service delivery or program or funding changes that affect a party's continued ability to meet its shared cost obligations;
- No additional provisions desired.

Any party may request an amendment to this MOU by giving written notice of the request to all parties listed at the addresses shown in Section II, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section II. The written notice must include the reasons(s) for the amendment request, each Section of the MOU that will require revision, and the desired date for the amendment to be effective. The Workforce Development Board of South Central Wisconsin shall be responsible for leading and conducting local negotiations regarding the amendment request. The MOU shall remain in effect until the amended MOU is executed by all parties.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 120 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties listed at the addresses shown in Section II, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section II. If any party withdraws, the MOU shall remain in effect with respect to other remaining parties until the MOU is renegotiated. Any failure to execute an MOU with a required party must be reported by the local workforce development board to the Governor.

Agreements are made contingent on availability of funding for each required program. In the event of elimination of funding or change in party status, notification shall be provided to the other parties to this MOU as soon as practicable with the intent of termination, without further obligation, or amending this agreement. A State party may terminate or suspend this MOU, in whole or in part, without penalty or further payment required, if the funds to which this MOU commits a State Party have not been appropriated or otherwise made available to the State by the funding source. The State shall provide notice, in writing, to the other parties of any such funding failure and its election to terminate or suspend this MOU as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

## IX. Budget

The Budget(s), including the infrastructure and shared delivery costs for this MOU among and between the parties, will be negotiated and agreed to annually. The attachment(s) contain the Budget(s) for the Dane County Job Center and represent final budget agreement(s) based on expected annualized numbers. Costs have been allocated based upon the fact that no infrastructure costs are identified because it is not a single-payer system. Each Job Center partner has their own lease with the landlord and directly pays their own costs. Any future cost allocations that may become necessary will be based on square footage methodology. Parties agree to cover costs through cash and in-kind contributions as shown on the attachment(s). See Section XI for the list of attachments.

Parties agree to actively participate in future MOU negotiations in good faith to reach consensus. The Workforce Development Board of South Central Wisconsin is responsible for beginning negotiations for subsequent MOUs no later than 120 days prior to the expiration of this MOU.

Reconciliation of actual costs will occur Quarterly. Tracking of in-kind contributions will be completed by reporting of hours for in-kind personnel, and provision of invoices or other documentation for goods provided.

### a. Infrastructure Funding

See Section XI: List of Attachments.

### b. Shared Delivery Cost Funding

See Section XI: List of Attachments.

### c. Payment Schedule

The parties who are contributing to the costs of the job center(s) intend to pay amounts due to other parties on the schedule in attachment(s). However, recognizing that actual amounts due may vary from the budgeted amount due, appropriation and availability of Federal funding, and other factors could affect a party's ability to pay pursuant to the schedule, the parties agree to robust and ongoing communication regarding the scheduling of actual payments due. The parties agree to act in good faith regarding making payments due to other parties.

## X. Other Provisions a. Drug and Alcohol-free Workplace

All parties will comply with the Drug-Free Workplace Act of 1988, 41 USC 702 et seq., and 2 CFR part 182, which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

b. Certification Regarding Lobbying

All parties will comply with the Byrd Anti-Lobbying Amendment (31 USC Section 1352), 29 CFR Part 93 and 34 CFR Part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. Parties will not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

c. Debarment and Suspension

All parties will comply with the debarment and suspension requirements (EO 12549 and 12689) and 2 CFR Part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

d. Buy American Provision

Each party that receives funds made available under Title I or Title II of WIOA or under the Wagner-Peyser Act (29 USC Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the "Buy American Act") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

e. Salary Compensation and Bonus Limitations

Each party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, WIOA Adult, Dislocated Worker and Youth activities program allotments, final program allotments for the Wagner-Peyser Act, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

f. Non-Assignment

Except as otherwise indicated herein, no party may, during the term of this MOU or any renewals of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other parties.

g. Negligence

All parties to this MOU recognize the partnership consists of various levels of government, notfor-profit, and for-profit entities. Each party to this MOU shall be responsible for injury to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. No party assumes any legal responsibility for any other party's negligent act or omission.

h. Local provisions

No additional provisions desired.

XI. List of Attachments

Attachment A:	Infrastructure Funding Agreement
Attachment B:	Shared Delivery Cost Agreement
Attachment C:	Budget

XII. Signatures

The parties acknowledge that they have read the MOU and its attachments, understand them, and agree to be bound by their terms and conditions. The parties agree that the MOU and its attachments are the complete and exclusive agreement between the parties and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the MOU.

The individuals signing below have the authority to commit the party they represent to the terms of the MOU and do so commit by signing below.

For the (MANDATORY ONE-STOP PARTY):

<p>DocuSigned by:   4/9/2020  <small>4D616027B96F4C4...</small>                  Signature and Date  <u>Russell Kottke, Dodge Co Board Chair</u>                  Name, Title  <u>Dodge County</u>                  Party</p>	<p>DocuSigned by:   4/6/2020  <small>9946FC2682CC4F5...</small>                  Signature and Date  <u>Seth Lentz, CEO</u>                  Name, Title  <u>Workforce Development Board of SCW</u>                  Party</p>
<p>DocuSigned by:   4/29/2020  <small>B45EF57180904D2...</small>                  Signature and Date  <u>Caleb Frostman, Secretary</u>                  Name, Title  <u>Dept. of Workforce Development</u>                  Party</p>	<p>DocuSigned by:   4/20/2020  <small>B474A2C7851C49E...</small>                  Signature and Date  <u>Greg Markle, Executive Director</u>                  Name, Title  <u>Operation Fresh Start</u>                  Party</p>



<p>DocuSigned by: <u>Tim Casper</u> 4/6/2020 7D34BECEE884414...</p> <p>Signature and Date</p> <p><u>Tim Casper, Vice President</u> Name, Title</p> <p><u>Madison College</u> Party</p>	<p>DocuSigned by: <u>Jeff Burkhart</u> 4/6/2020 A3718AE4A4DF46D...</p> <p>Signature and Date</p> <p><u>Jeff Burkhart, Executive Director</u> Name, Title</p> <p><u>Literacy Network of Dane County</u> Party</p>
<p>DocuSigned by: <u>Robert Kellerman</u> 4/20/2020 94A4A64CDBEB449...</p> <p>Signature and Date</p> <p><u>Robert Kellerman, Executive Director</u> Name, Title</p> <p><u>Greater WI Agency on Aging Resources</u> Party</p>	<p>DocuSigned by: <u>David Vobora</u> 4/7/2020 124AC180736D4E0...</p> <p>Signature and Date</p> <p><u>David Vobora, Interim Executive Director</u> Name, Title</p> <p><u>Community Action Coalition for SCW</u> Party</p>
<p>DocuSigned by: <u>Margaret Porco</u> 4/28/2020 13395F99091D489...</p> <p>Signature and Date</p> <p><u>Margaret Porco, Assistant Director</u> Name, Title</p> <p><u>The Packers Community Learning Center</u> Party</p>	

## ATTACHMENT A: INFRASTRUCTURE FUNDING AGREEMENT

This Infrastructure Funding Agreement (IFA) shall determine how the parties to the MOU will fund the infrastructure costs at the Dane County Job Center. The IFA is effective on 07/01/2019 and shall expire on 06/30/2020. The following parties are participating in the IFA: Workforce Development Board of South Central Wisconsin, Department of Workforce Development, Operation Fresh Start, Madison College, Literacy Network of Dane County, Greater Wisconsin Agency on Aging Resources, Inc, Community Action Coalition of South Central WI, The Packer Community Learning Center.

Infrastructure costs are defined as non-personnel costs necessary for job center operations. These costs include, but are not limited to, facility rentals, utilities, maintenance, and common identifier (American Job Center Network) costs and supplies.

The infrastructure costs are funded through cash and fairly evaluated non-cash and third-party in-kind partner contributions. Contributions to infrastructure costs have been negotiated between one-stop partners, the Dodge County Board Chair; Russell Kottke, and the Workforce Development Board of South Central Wisconsin. Infrastructure funding has been calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, and the infrastructure costs are allowable, reasonable, necessary, and allocable.

The parties participating in the IFA are contributing to the infrastructure costs in accordance with their proportionate uses and relative benefits received. The parties participating in the IFA have negotiated in good faith and agree to regularly communicate regarding the Dane County Job Center Budget. The parties have used the following steps to reach consensus on infrastructure funding: The partners met on May 23, 2019 and agreed to the fact that no infrastructure costs are identified because it is not a single-payer system. Each Job Center partner has their own lease with the landlord and directly pays their own costs.

To ensure equitable benefit among the one-stop parties participating in the IFA, the IFA shall be reviewed quarterly and modified as necessary. The Workforce Development Board of South Central Wisconsin shall work with the parties to achieve consensus and informally mediate any conflicts among the parties. If consensus cannot be reached, a party must notify the Workforce Development Board of South Central Wisconsin and all parties participating in the IFA in writing at the addresses contained in the MOU. The written notice must describe steps taken by the parties to achieve consensus on infrastructure funding. The Workforce Development Board of South Central Wisconsin must respond in writing to the parties participating in the IFA within 30 days of the written notice.

Please see the attachment for the Dane County Job Center Budget, which includes the infrastructure costs budget, cost allocation methodologies, and party payment schedules pursuant to this IFA.

## ATTACHMENT B: SHARED DELIVERY COSTS AGREEMENT

This Shared Delivery Costs Agreement (SDC) shall determine how the parties will fund the shared delivery costs at the Dane County Job Center. The SDC is effective on 07/01/2019 and shall expire on 06/30/2020. The following parties are participating in the SDC: Workforce Development Board of South Central Wisconsin, Department of Workforce Development, Operation Fresh Start, Madison College, Literacy Network of Dane County, Greater Wisconsin Agency on Aging Resources, Inc, Community Action Coalition of South Central WI, The Packer Community Learning Center.

Shared delivery costs must include applicable career services as described in WIOA sec. 134(c)(2), and may include other shared costs. Shared service costs may include the costs of shared services that are authorized for and may be commonly provided by a party to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop parties, and business services. Shared delivery costs include equipment, supplies, salary and fringe for staffing, technology, and telecommunications. They also include the shared costs of providing language access to limited English proficiency (LEP) individuals, American Sign language (ASL) services to persons who are deaf or hard of hearing, and adaptive equipment and furniture.

The parties participating in the SDC are contributing to the shared delivery costs in accordance with their proportionate uses and relative benefits received. The parties participating in the SDC have negotiated in good faith and agree to regularly communicate regarding the Dane County Job Center Budget.

Please see the attachment for the Dane County Job Center Budget, which includes the shared delivery costs budget, cost allocation methodologies, and party payment schedules pursuant to this SDC.

## DECLARATION OF INTENT (DOI)

Department of Workforce Development (DWD) Policy 800-Signature Authority and Delegation, requires that all contracts obligating the department to allocate/encumber funds must be signed by the Secretary or an individual authorized by the Secretary.

The purpose of this DOI is to notify the DWD review team that the content of the Memorandum of Understanding and associated budget(s) are ready for their review, and not to obligate funds.

As a signatory, I do hereby attest that, as a one-stop job center partner I was directly involved in the job center costs negotiation process for Program Year 19-20. I concur that the costs represented in the Memorandum of Understanding and associated budget(s) accurately reflect the interests of DWD as per the Workforce Innovation and Opportunity Act (WIOA) regulations.

*Joseph J Ledger*

\_\_\_\_\_  
Local WDA Job Service Director  
(Title III and TAA)

\_\_\_\_\_  
05-24-2019

Date

*Ronald Stigler*

\_\_\_\_\_  
Local WDA Supervisor of Veteran Services

\_\_\_\_\_  
05-24-2019

Date

(JVSG)

*[Signature]*

\_\_\_\_\_  
Local WDA Director of Vocational Rehabilitation  
(Title IV)

\_\_\_\_\_  
05-24-2019

Date