

**MESA COUNTY WORKFORCE CENTER
MEMORANDUM OF UNDERSTANDING**

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

I. PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is made between the **Mesa County Workforce Development Board, the Mesa County Department of Human Services (MCDHS) by and through the Workforce Center**, and each of the undersigned **Workforce Development Partner Organizations** (collectively the 'Partners'), and sets forth the Parties' understanding and responsibilities to successfully deliver services pursuant to the **Workforce Innovation and Opportunity Act ('WIOA')**.

It is the Mesa County Workforce Development Board's vision that every Mesa County business have access to a skilled workforce and that every resident of Mesa County has access to meaningful employment, resulting in statewide economic vitality. It is the mission of the Mesa County Workforce Development Board to foster business-focused workforce partnerships, effectively preparing Mesa County Residents for the jobs of today and tomorrow.

The purpose of this MOU is to provide a framework for the delivery of comprehensive workforce development services to the job seeker and employer communities of the Workforce Area. By encouraging collaboration amongst a network of One-Stop Partners, this framework is designed to promote collaborative employment and training strategies that reflect the particular needs of the Workforce Area's local and regional economies.

II. RECITALS

1. On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), Public Law 113-128, into law. WIOA is designed to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training and education programs in the United States. WIOA supersedes the Workforce Investment Act of 1998 and amends other federal statutes, including the Adult Education and Family Literacy Act, the Wagner-Peyser Act and the Rehabilitation Act of 1973.
2. As the entity responsible for providing workforce development services to businesses and job seekers within the State-operated local areas in Colorado (the "Workforce Area"), the Workforce Board, with the agreement of the Mesa County BoCC and the Mesa County Department of Human Services, is required by Section 121 of WIOA to develop and enter into a memorandum of understanding with each One-Stop Partner that describes the operation of the "One-Stop Delivery System" in the Workforce Area.
3. On **May 29, 2015**, the **MESA COUNTY Local Area** was designated by the Governor as Local Workforce Development Area and is the subrecipient pursuant to an executed agreement with the Colorado Department of Labor and Employment (CDLE) of federal and state funding for workforce development programs.

III. TERM

The Parties' performance under this non-financial MOU shall commence on the later of (a) **July 1, 2016** or (b) the date this MOU becomes fully executed (the "Effective Date"). This MOU shall remain in effect until **June 30, 2017**, unless terminated earlier or extended further by mutual agreement of the Parties as

specified herein.

IV. SCOPE

This Memorandum of Understanding is entered into by and between the Parties for the operation of the one-stop delivery system, including the coordination of service delivery and the sharing of infrastructure costs, for the **MESA COUNTY** local area.

The Parties to this MOU agree to work collaboratively to carry out the provisions of this MOU.

V. PROVISIONS

- A. One-Stop Operator Delegation:** The **MESA COUNTY Local Area** grant recipient, Mesa County by and through the Mesa County Department of Human Services, currently acts as the One-Stop Operator for all programs administered through the **MESA COUNTY** Local Area and serves as the Grant Fiscal Agent, Sub-recipient, and Administrative Entity for WIOA and other federally funded employment and training programs. The comprehensive One-Stop Center is currently located at:

Mesa County Workforce Center
512 29 ½ Road.
Grand Junction, CO 81504
www.mcwfc.us

B. One-Stop Partner Programs and Activities:

WIOA §121(b)(1)(B) sets forth the following list of program and activities that are required to be carried out by One-Stop Partners:

- (i) programs authorized under WIOA, including Adult, Dislocated Worker and Youth programs;
- (ii) programs authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), including Labor Exchange/Job Match programs;
- (iii) adult education and literacy activities authorized under WIOA title II, including Adult Education and Literacy programs;
- (iv) programs authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741), including Vocational Rehabilitation Services;
- (v) activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.), including the Senior Community Service Employment Program (SCSEP);
- (vi) career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), including community college career and technical education programs;
- (vii) activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.), including Trade Adjustment Assistance for Workers Programs;
- (viii) activities authorized under chapter 41 of title 38 of the United States Code, including Veterans Services programs;
- (ix) employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901 et seq.);
- (x) employment and training activities carried out by the Department of Housing and Urban Development, including Block grants for the purpose of reducing poverty and empowerment of low-income families;

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- (xi) programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
- (xii) programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532), including U.S. Department of Justice-funded projects to reduce recidivism and improve outcomes of individuals returning from state and federal prisons; and
- (xiii) programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to WIOA §121(C), including TANF and Colorado Works programs.

WIOA §121(b)(1)(A) further provides that each entity that carries out one of these programs or activities shall: (i) provide access through the One-Stop Delivery System to such program or activities carried out by the entity, including making the career services described in WIOA section 134(c)(2) that are applicable to the program or activities available at workforce centers (in addition to any other appropriate locations); (ii) use a portion of the funds available for the program and activities to maintain the One-Stop Delivery System, including payment of the infrastructure costs of workforce centers in accordance with WIOA §121(h); (iii) enter into a memorandum of understanding with the local board relating to the operation of the One-Stop System that meets the requirements of WIOA §121(c); and (iv) participate in the operation of the One-Stop Delivery System consistent with the terms of the memorandum of understanding, the requirements of WIOA title I, and the requirements of the federal laws authorizing the program or activities.

WIOA §121(b)(2)(A) further provides that, in addition to the One-Stop Partners that carry out the workforce development programs set forth in WIOA §121(b)(1)(B), other One-Stop Partners, with the approval of the Workforce Area's local board and chief elected official, may carry out the following programs and activities:

- (i) employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under section 1148 of the Social Security Act (42 U.S.C. 1320b-19);
- (ii) employment and training programs carried out by the Small Business Administration;
- (iii) programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4));
- (iv) work programs authorized under section 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(o));
- (v) programs carried out under section 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732);
- (vi) programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.); and
- (vii) other appropriate Federal, State or local programs, including employment, education and training programs provided by public libraries or other community based organizations.

C. Specific One-Stop Partner Services

- (i) Prior to its execution of this MOU, each initial One-Stop Partner shall complete and deliver to WDB a copy of Exhibit A hereto, which sets forth the specific services that such One-Stop Partner will provide in the Sub-Areas in which the One-Stop Partner operates. An authorized representative of each One-Stop Partner shall sign and date the completed Exhibit A and deliver the original, signed copy to WDB's designated representatives in accordance with Section 8 of this MOU, who shall append a copy of such completed Exhibit A to this MOU. Each completed, signed copy of Exhibit A is incorporated by reference into this MOU as if fully set forth herein.

- (ii) Beginning on the Effective Date and continuing throughout the period that this MOU remains in effect, each One-Stop Partner agrees to work collaboratively with the Workforce Board, the LEO Board, WDB and the other One-Stop Partners to carry out the provisions of this MOU and to provide the services set forth in its signed Exhibit A. Each One-Stop Partner agrees (a) to promptly notify the Workforce Board and the Mesa Board of County Commissioners (BoCC) if, for any reason, such One-Stop Partner fails to provide or is unable to provide the services set forth in its signed Exhibit A and (b) to amend their Exhibit A in accordance with Section 10 of this MOU if, for any reason, its Exhibit A no longer accurately or completely describes the services provided by One-Stop Partner.
- (iii) MCDHS will maintain a complete list of each current Exhibit A on the Mesa County Workforce Center Website.

VI. COST METHODOLOGY

- A. The Parties agree to provide funding for the shared costs of the One-Stop Center in accordance with the methodologies defined in the Resource Sharing Plan (Exhibit B).
- B. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this MOU. In no event, except as may be provided in a supplemental agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this MOU.
- C. It is expressly understood that this MOU does not constitute a financial commitment.

VII. MONITORING AND REPORTING

1. **Monitoring.** The Parties shall be responsible for ensuring all their staff are aware of the provisions of this MOU and that service delivery and referrals occur in compliance with these provisions. Annually, within thirty (30) days of January 1, the Parties shall monitor their success in complying with their responsibilities identified in Section V.C above as well as provisions of this MOU overall.

In the event that one of the Parties has been unable to follow the guidelines in this MOU or has experienced constraints in meeting those guidelines that Party shall first make best efforts to implement an alternative solution which is in alignment with those guidelines. If such a solution is ineffective, the Party shall confer with the other Parties to this MOU to develop alternative strategies or solutions which are effective.

2. **Reporting.** Upon monitoring this MOU, the Parties shall prepare a Summary Report to be shared with all the Parties and shall describe the following:

- a. General issues and concerns related to the Party's ability to fulfill its own responsibilities identified in this MOU;
- b. Specific constraints or limitations impeding the Party's ability to meet the terms of this MOU;
- c. A funding update and status of the Party's ability to maintain its infrastructure costs sharing obligations;
- d. Any anticipated budget challenges that may affect the next program year's funding which would impact the infrastructure cost sharing agreement;
- e. Any innovative business decisions, organizational restructuring, or program changes that might impact operations in the next program year;
- f. Identification of any coordination issues between the Parties and recommendation of strategies and solutions to improve such coordination; and
- g. Requested adjustments or modifications to the provisions of this MOU as a result of this annual

monitoring.

3. Distribution of Reports. A copy of each Party's annual Summary Report shall be maintained in a central location for WIOA Partner documents, e.g. the Mesa County Workforce Center Website, to be shared between the Parties and referred to for Local Area system improvements.

VIII. MOU REVIEW AND RENEWAL

1. MOU Monitoring Report Review. During the third quarter of the program year, the One-Stop Delivery System Standing Committee shall meet to review and discuss the results of the Parties' monitoring reports to assess whether any changes or adjustments are needed in the processes and procedures described in Sections I and II above or if changes are needed in other provisions of this MOU. The Parties shall negotiate modifications to the provisions of the MOU and proceed to amend this MOU pursuant to Section XII.F. below.

2. Renewal. Within ninety (90) days prior to the end date of this MOU, the Parties shall review the MOU and negotiate any needed changes to the provisions herein. The Parties shall collaboratively evaluate the effectiveness of operations pursuant to this MOU, make any necessary modifications, and renew the MOU for a term to be determined at the time of renewal.

The review of the MOU shall include:

- An analysis of the successes and challenges in operations pursuant to these provisions;
- Infrastructure cost sharing methodologies;
- Any programmatic budgetary changes that may impact a Party's responsibilities; and
- Consideration of any issues, findings and/or recommendations identified in the Parties' annual monitoring reports

IX. NOTICE PROCEDURE

For the purpose of this MOU, the persons named below are designated the representatives of the Parties. All notices required or permitted under this MOU shall be in writing, including email, and shall be deemed given when personally served or **three (3) days** after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements. The Parties may designate in writing a new or substitute representative:

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| Mesa County Department of Human Services – One Stop Operator |
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| Tracey Garchar, Executive Director 510 29 ½ Road, Grand Junction, CO 81504 970-248-2810; tracey.garchar@mesacounty.us |
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| Local Workforce Investment Board |
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| John Justman, Chief Local Elected Official 544 Rood Ave., Grand Junction, CO 81501 970-244-1605; john.justman@mesacounty.us |
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Local Workforce Development Board

Timothy Fry, Chair
 512 29 ½ Road, Grand Junction, CO 81504
 970-241-3529; tfry@mrpbike.com

Mesa County Workforce Center

John Flanagan, Director
 512 29 ½ Road, Grand Junction, CO 81504
 970-248-0861; john.flanagan@mesacounty.us

CDLE – UI

Jeff Fitzgerald, Director
 251 E. 12th Ave., Denver CO 80203
 303-318-9021; jeff.fitzgerald@state.co.us

CDLE - Vocational Rehabilitation

Joelle Brouner
 633 17th Street, 15th Floor, Denver, CO 80202
 (303) 461-4150; Joelle.brouner@state.co.us

CDLE – WDP

Elise Lowe-Vaughn, Director WDP
 633 17th Street, Suite 700, Denver, CO 80202
 303-318-8807; elise.lowe-vaughn@state.co.us

CDLE – Veterans

Elaine Edon
 633 17th Street, Suite 201
 Denver, CO 80202
 (303) 318-5515; elaine.edon@state.co.us

Job Corps

Yoshiko White, CHP International, Inc.
 57608 Highway 330
 Collbran, CO 81624
 (303) 623-1477; white-yoshiko@jobcorps.org

Western Colorado Community College

Tim Foster, President
 Colorado Mesa University
 1100 North 11th Ave. Grand Junction, CO 81501
 (970) 248-1020; tfoster@coloradomesa.edu

Hilltop Community Resources, Inc.

Will Hays, Chief Operating Officer
 1331 Hermosa Avenue, Grand Junction, CO 81506
 970-242-4400; willh@htop.org

Grand Junction Housing Authority

Jody Kole, Executive Director
8 Foresight Circle, Grand Junction, CO 81505
(970) 245-0388; jkole@gjha.org

SER-Jobs for Progress National, Inc.

Rita Arvizo, Rocky Mountain SER Director
518 28 Road. Grand Junction, CO – Suite A-103
Grand Junction, CO 81501
(970) 256-1382; rarvizo@ser-national.org

And

Raúl Santa, National Director of SCSEP
100 Royal Lane, Suite 130, Irving, TX 75039
(469)549-3617 ; rsanta@ser-national.org

X. COMMUNICATIONS

- A. One-Stop Delivery System Standing Committee.** One point of contact for each Party to serve on the One-Stop Delivery Standing Committee to oversee Local Area operations and for communication coordination among the Parties.

Chair of the Standing Committee shall be a member of the Local Workforce Development Board.

B. General Procedures.

In the event that a Party experiences difficulty in complying with the provisions of this MOU, that Party shall notify the other Parties of the issue and request communications to strategize and problem solve the issue. Notice shall be provided via email to the contacts identified in Section IX above and/or to the One-Stop Delivery System Standing Committee members to address the issues.

C. Information Sharing

1. Annual monitoring reports shall be posted on the Local Area Operator's website
2. Meetings for updates or to address issues
3. Addressing unforeseen issues that arises during the day to day operations of the workforce center
4. Use of confidential, secure email

D. Press Releases and Communications

All Parties agree that the Workforce Board, and its designee, and Chief Local Elected Official (CLEO), are authorized to communicate with the press, television, radio or any other form of media concerning this MOU or the Parties' performance contemplated by this MOU without prior notice to, or consent from, the One-Stop Partners. Notwithstanding the foregoing, the Workforce Board, its designee, and the CLEO shall notify and consult with a One-Stop Partner before making any media communications that makes specific reference to that One-Stop Partner.

XI. ASSURANCES

1. Describe the methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system
CDLE has established policy guidance letters and procedural documents that discuss the expectations for services to youth and individuals with barriers to employment, such as a disability.
2. ADA Communication Accessibility Policies
3. Language Assistance services policies
Access to translation services is available for individuals with limited English in all agencies.

XII. ADDITIONAL PROVISIONS

A. Entire Understanding

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment executed and approved by the Parties of this Agreement.

B. Relationship of Parties

The Parties shall perform their duties hereunder as an independent contractor and not as employees of the State. The Parties, nor any employee, agent, subcontractor, service provider, or licensee of the Parties shall be or shall be deemed to be, an employee or agent of the State. The Parties shall be solely responsible for the acts or omissions of its employees, agents, subcontractors, service provider, and licensees. The Parties shall not have any authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein and shall be solely responsible for the acts or omissions of its own employees, agents, subcontractors, service provider, and licensees.

C. Responsibility for Employment and Other Related Benefits

All employees providing services pursuant to this MOU remain under the supervision and direction of their respective employing entity. If any employment or work related issues arise, such employing entity shall be solely responsible for the resolution of such issue. Each Party shall be solely responsible for providing all employment-related benefits to its employees and for complying with all employment laws and regulations, including without limitation all federal and state income tax, workers' compensation and unemployment insurance laws and regulations.

D. Confidentiality of Records

In the event that any Party obtains access to any records, files, or other information of the other Party(ies) in connection with, or during the performance of this MOU, then that Party shall keep all such records, files, or other information confidential, subject to applicable open records laws, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations; apply to the other Party. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

E. Ownership of Materials and Information

Unless otherwise provided for in this MOU, the Parties agree that all material, information, data, computer software, documentation, studies, and evaluations produced by the State in the performance of this MOU are the sole property of the State.

F. Modifications and Amendments

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named parties in **Section IX**. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable Colorado State law, and State Fiscal Rules.

G. Remedies For Dispute

All Parties agree that they shall attempt in good faith to resolve any disputes that arise out of or relate to this MOU, or the Parties' rights and obligations hereunder, through informal discussions among the affected One-Stop Parties, the Workforce Board, the BoCC and the Mesa County Department of Human

Services. If such Parties are unable to resolve their dispute through informal discussion, such Parties agree to submit their dispute to the Executive Committee of Mesa County Workforce Development Board (the "Executive Committee") for resolution. The Executive Committee's determination shall be final.

H. Amendments; Withdrawal; Termination; Substitution

The main body of this MOU may only be modified, revised, or amended by the mutual written consent of all Parties. Notwithstanding the foregoing:

- (i) Any individual One-Stop Partner may, with the prior consent of the Workforce Board, execute and deliver to WDB an amended Exhibit A to reflect changes in the services provided by such One-Stop Partner. Upon receipt of an amended Exhibit A from a One-Stop Partner, the WDB will replace the original Exhibit A with the amended Exhibit A in the MOU and on the Mesa County Workforce Center Website.
- (ii) Any individual One-Stop Partner may withdraw from this MOU at any time by providing notice to the Workforce Board and MCDHS in accordance with Section IX of this MOU of such One-Stop Partner's intent to withdraw. Unless otherwise agreed to by the Workforce Board, such withdrawal shall become effective sixty (60) days after delivery of such notice. Upon withdrawal from this MOU, such One-Stop Partner will be deemed to have automatically withdrawn from membership on such One-Stop Partner's local workforce board. Such withdrawal shall not (i) terminate this MOU; (ii) impact the rights and responsibilities of the remaining Parties under this MOU; (iii) relieve the withdrawing One-Stop Partner from any obligations that arise from a source outside of this MOU (including obligations that arise pursuant to the terms of a contract or grant agreement); or (iv) relieve the withdrawing One-Stop Partner from its obligations hereunder accruing prior to the effective date of its withdrawal.
- (iii) The Workforce Board, with the agreement of the Chief Local Elected Official (CLEO), may terminate the rights and obligations of any individual One-Stop Partner under this MOU at any time by providing notice in writing to the One-Stop Partner being terminated. Unless otherwise agreed by the Workforce Board and the CLEO, such termination shall become effective sixty (60) days after delivery of such notice. Upon termination from this MOU, such One-Stop Partner will be deemed to have automatically terminated from membership on such One-Stop Partner's local workforce board. The termination of a One-Stop Partner pursuant to this section shall not (i) terminate this MOU; (ii) impact the rights and responsibilities of the remaining Parties under this MOU; (iii) relieve the terminated One-Stop Partner from any obligations that arise from a source outside of this MOU (including obligations that arise pursuant to the terms of a contract or grant agreement); or (iv) relieve the terminated One-Stop Partner from its obligations hereunder accruing prior to the effective date of its termination.
- (iv) In the event that a One-Stop Partner withdraws or is terminated from this MOU, the Workforce Board, with the agreement of the CLEO, may select and engage one or more replacement One-Stop Partner(s) by having each replacement One-Stop Partner execute a copy of this MOU and complete and sign Exhibit A, reflecting the services to be provided by the replacement One-Stop Partner. Unless otherwise agreed by the Workforce Board and the CLEO, such replacement shall become effective only after the replacement One-Stop Partner (a) executes and delivers a copy of this MOU to MCDHS; and (b) completes, executes and delivers Exhibit A to WDB. Upon receipt of an executed MOU and Exhibit A from a replacement One-Stop Partner, the WDB will retain the original executed MOU and Exhibit A and updated Exhibit A on the Mesa County Workforce Center Website, as appropriate.

I. Notice of Pending Litigation

Unless otherwise provided for in this MOU, each Party shall notify the other Parties, within five (5)

working days after being served with a summons, complaint, or other pleading in a case which involves services provided under this MOU and which has been filed in any Federal or State court or administrative agency. The Party upon whom service was originally made shall immediately deliver copies of such document to the other Parties.

J. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act § 24-10-101, et seq. and the risk management statutes, C.R.S. § 24-30-1501, et seq., as amended.

K. Assignment

The One-Stop Partners' rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the Workforce Board and the BoCC. Any attempt at assignment, transfer, or subcontracting without the written consent of the Workforce Board shall be void.

L. Severability

Provided this MOU can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this MOU in accordance with its intent.

M. Compliance With Laws

At all times during the term of this MOU, the Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

N. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-71-101, et seq.

O. Jurisdiction, Venue, Choice of Law

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this MOU, to the extent capable of execution.

All suits or actions related to this MOU shall be filed and proceedings held in the State of Colorado.

P. Signature in Counterparts

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

Q. Acceptance of Facsimile or Scanned Signature

This MOU is considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g., pdf, or tiff file extension name) as an attachment to electronic mail

(email). Such facsimile or scanned signature shall be treated in all respects as having the same effect as an original signature.

R. No Third Party Beneficiaries

This MOU and all rights and obligations hereunder are reserved solely for the Parties. Any benefits that any third parties receive as a result of this MOU or the Parties' performance hereunder are purely incidental and do not give such third parties any right to enforce the terms of this MOU.

S. Record Maintenance and Inspection

Each One-Stop Partner shall make, keep and maintain a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining in any manner to the performance of such One-Stop Partner hereunder until the later to occur of: (i) a period of three (3) years after the date this MOU expires or is earlier terminated, or (ii) the resolution of any pending disputes arising out of or relating to this MOU or the Parties' rights and obligations hereunder. This §12.F. shall be deemed to supplement and not replace any additional record maintenance and inspection requirements that a Party's funding authority or program may be bound by. All Parties shall continue to adhere to such other record maintenance and inspection requirements in addition to those set forth in this §12.F.

T. Conflicts of Interest

Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the State's interests. Each Party shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.

U. Non-State Party Indemnification

To the extent permitted by law, each Non-State Party shall defend, indemnify and hold harmless the State and its officers and employees from any and all claims, liabilities or penalties suffered by the State or its officers and employees, and any and all claims, liabilities or penalties asserted against the State or its officers and employees, by or on behalf of any person, on account of, based on or resulting from, or arising out of (or claimed to have arisen out of) the acts or omissions of the Non-State Party. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the State's or any local government's sovereign immunity, which immunity is hereby reserved to the State or such local government. This covenant shall survive the termination of the MOU.

V. MOU Recordkeeping and Administrative Tasks

WDB shall be responsible for maintaining the original, signed copies of this MOU, the Exhibits, and any amendments thereto. MCDHS shall be responsible for maintaining their Website and ensuring that the Website contains (i) current copies of the MOU and the Exhibits; (ii) a current list of all active One-Stop Partners and their designated representatives and contact information; (iii) an accurate list of all currently-operating satellite workforce centers in the Workforce Area; and (iv) a model nondisclosure agreement to be entered into by agents, employees, assigns, and subcontractors of the Parties.

XIII. DEFINITIONS

The following terms shall be construed and interpreted as follows:

“**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, information regarding

identifiable individuals compiled in any effort to anticipate, prevent, or monitor possible criminal activity.

“**Workforce Board**”, means the Mesa County Workforce Development Board.

“**WDB**”, including Staff assigned to manage mandatory board functions (Workforce Center Director, by proxy of the Mesas County Department of Human Services and the Workforce Area’s local workforce center. The Mesa County Workforce Center staff provides workforce development programs and services through the Workforce Area’s local workforce centers.

“**FTI**” means federal and State tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation.

“**BoCC Board**” means the Mesa County Board of County Commissioners, which is comprised of the three Mesa County Commissioners, with one commissioner being appointed “LEO”.

“**Website**” means the website created and administered by WDB for the purposes set forth in this MOU and located at www.mcwfc.us.

“**Non-State Party**” means any Party to this MOU that is not a department, board, office, commission, institution or other instrumentality of the State of Colorado (the “State”). Non-State Parties shall include but are not limited to political subdivisions of the State and for-profit and not-for-profit entities.

“**One-Stop-Partner**” means an organization that carries out workforce development programs and activities in the Workforce Area. Pursuant to WIOA §3(42), One-Stop Partners include both Required Partners who carry out the programs and activities set forth in WIOA §121(b)(1)(A) and Additional Partners who, with the approval of the local board and chief elected official, carry out the programs and activities described in WIOA §121(b)(2)(B).

“**Parties**” means the Workforce Board, the Board of County Commissioners, The Mesa County Department of Human Services, each of the One-Stop Partners.

“**PCI**” means payment card information data including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by State or federal law.

“**PII**” means personally identifiable information including, without limitation, any information about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

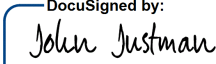
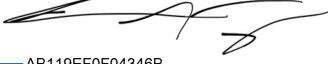
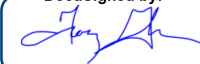

“**PHI**” means protected health information including, without limitation, any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. PHI includes any part of an individual’s [medical record](#) or payment history.

“**Confidential Information**” means all PHI, PII, PCI, FTI and CJI.

“State Records” means all data, information, and records, regardless of physical form, that belongs to the State, including, without limitation, any State records, State data or other information that has been communicated, furnished or disclosed by the State to another Party. State Records include information subject to disclosure under the Colorado Open Records Act, C.R.S. §§24-72-200.1, et seq. (“CORA”).

THE PARTIES HERETO HAVE EXECUTED THIS MOU

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

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|---|---|
| <p>Mesa County Workforce Development Board</p> <p>DocuSigned by:  By: <u>93A79EBAF3D94E2...</u> *John Justman, Chief Local Elected Official</p> <p>Date: <u>8/16/2016 15:39 MDT</u></p> | <p>Mesa County Workforce Development Board</p> <p>DocuSigned by:  By: <u>AB119EF0F04346B...</u> *Timothy Fry, Chair</p> <p>Date: <u>8/3/2016 21:52 MDT</u></p> |
| <p>Mesa County Department of Human Services</p> <p>DocuSigned by:  By: <u>093F36D013F2402...</u> *Tracey Garchar, Executive Director</p> <p>Date: <u>8/4/2016 07:43 MDT</u></p> | <p>Mesa County Workforce Center</p> <p>DocuSigned by:  By: <u>1A387FDAA3DF40F...</u> *John Flanagan, Director</p> <p>Date: <u>8/5/2016 09:46 MDT</u></p> |