

**2018 WORKSOURCE SOUTH CENTRAL RESOURCE SHARING AGREEMENT
BETWEEN
SOUTH CENTRAL WORKFORCE DEVELOPMENT COUNCIL
AND
PARTNER(S)**

I. STATEMENT OF PURPOSE

- A. The purpose of this Infrastructure Funding Agreement (IFA) is to establish the terms and conditions under which the partnership will share infrastructure costs of the One-Stop Career Center located at 1205 Ahtanum Ridge Dr., Suite B. Union Gap, Washington. Partners have identified and agreed to infrastructure and basic technology costs related to the operation and maintenance of the One-Stop Service Delivery System that are mutually beneficial. Any additional partners not currently listed that should become present or negotiated to be in this agreement at a later time shall be included by modification to this IFA. Partners are listed on Addendum A of this agreement.

II. DEFINITIONS

- A. “*INFRASTRUCTURE ALLOCATION PLAN*” The written documentation of the cost allocation methodologies agreed to by the partnership. The cost allocation plan is attached as *Attachment A* to the Infrastructure Funding Agreement and is incorporated herein by reference.
- B. “*INFRASTRUCTURE ALLOCATION METHODOLOGY*” The method in which partners are charged is a percentage based on an equal distribution of total costs of the space designated as the One-Stop Career Center with the exception of a local partner(s) who may contribute a reduced amount or in-kind contributions dependent on limited funding. This cost allocation methodology has been agreed upon with the stipulation that the partnership will work together over the next six months (6) in developing a fair and equitable funding allocation method.
- C. “*FISCAL ENTITY*” The South Central Workforce Development Council (SCWDC) has been designated by the partnership to be responsible for all fiscal activities related to the operation of this Infrastructure Funding Agreement.

III. PERIOD OF PERFORMANCE

- A. This is a **six-month (6)** agreement, effective January 1, 2018 and expiring June 30, 2018. This agreement is not precedential and will be reviewed quarterly or more frequent to determine if modification/adjustment is needed to ensure accurate and equitable sharing of costs.

IV. SHARING OF PARTNERSHIP COSTS

- A. The estimated agreed upon contribution for each partner, costs and resources needed to operate the One-Stop shall be shared as detailed in Addendum B. These costs will strictly cover the space designated as the One-Stop career center and do not include staffing or any additional service costs of the system. Costs are shared on an equal partner percentage basis of infrastructure costs with the exception where partners have agreed to reduce contributions based on limited funds and relative use. For the duration of this agreement, partners have agreed to pay the difference for those partner program(s) that will have a reduced contribution amount. Costs include, but are not limited to; occupancy costs for common use of resource rooms (rent, utilities, and maintenance) and janitorial fees; technology (access to One-Stop, planning/outreach, and internet/phone connectivity); ADA and assessment related equipment; and a fiscal management fee.

- B. In the event estimated costs exceed, or are less than actual costs, partner contribution amounts will be re-evaluated and re-adjusted for the next durational billing cycle in an agreed upon method by the One-Stop partners.

V. **AGREEMENT MANAGEMENT**

- A. The South Central Workforce Development Council (SCWDC) has been designated as the Fiscal Entity and will serve as the manager of this agreement. The Fiscal Entity is responsible for the billing, payment and tracking of shared infrastructure costs. The SCWDC is responsible for oversight and review of shared costs for the partnership as well as monitoring of the partnership allocation methodology and funding information. All inquiries, payments, and claims regarding this agreement shall be sent to:

South Central Workforce Development Council
Jack Fitzgerald/Attention Tim Hoerner
1205 Ahtanum Ridge Dr. Suite B. Union Gap, WA 98903
Contact Info: (509) 574-1950 jack.fitzgerald@co.yakima.wa.us

VI. **BILLING AND PAYMENT**

- A. All payments shall be made to the South Central Workforce Development Council, and will cover costs for a six-month (6) period (January 2018 – June 2018). Payments will be made on a monthly billing cycle with the option of paying for all six months at once. Any partner may make advance payment for any time period. The SCWDC must receive all payments no later than 30 calendar days after payment due date. After payment is received, the SCWDC will disperse money to the partner who accrues an identified infrastructure cost after a claim has been submitted by the partner agency. If this agreement is terminated, or if any partner withdraws, in accordance with the termination provision contained herein, any payments due hereunder shall be prorated based on the effective date of the termination or withdrawal.
- B. Where partner programs are operated through a sub-contractor, said partner may issue their IFA payment contribution through its designated contractor.

VII. **AGREEMENT MODIFICATION(S)**

- A. The partners recognize that modification may be necessary during the period of this Infrastructure Funding Agreement. Whenever determined to be necessary, the partners in the IFA will undertake modification of the agreement collaboratively. Any modification(s) to this agreement, to be valid, must be in writing and signed by all the affected partners and approved by the SCWDC. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

VIII. **ASSURANCES**

- A. Each partner warrants it will comply with all Federal, State and/or local laws and regulations applicable to this agreement.
- B. All partners named in this IFA may use designated common areas within the One-Stop Career Center with approval of the center manager as designated by the One-Stop committee.
- C. The Fiscal Entity (SCWDC) will be responsible for assuring compliance with applicable

provisions of the Americans with Disabilities Act, and regulations issued there under.

IX. INDEMNIFICATION

- A. The Indemnification policy shall be pursuant to the South Central One-Stop Memorandum of Understanding; *section XII*.

X. TERMINATION/MODIFICATION

- A. Any partner may withdraw or request a modification to this agreement in the event that funding is either eliminated or reduced such that the partner can no longer continue its participation in this agreement. Such withdrawal or modification shall be effective upon written notification to the SCWDC and verification of the lack of funding. Upon the withdrawal of any partner, the costs and resources associated with this IFA shall be renegotiated for distribution among the remaining partners. This agreement may be terminated or modified at any time upon written agreement of all the parties hereto.
- 1) Elimination of Funding – In the event a partner’s program is to have their funding eliminated, the partner may withdraw from this agreement. Withdrawal shall take effect upon written notification to the SCWDC of their elimination of funding and given at least 30 calendar days prior to date of withdrawal.
 - 2) Reduction of Funding – Should a partner have a significant reduction in funding, the partner may request a modification to their required contributions towards the IFA. Written notice to the SCWDC of the reduction of funds shall be provided at least 30 calendar days prior to effective modification date.

XI. DISPUTES/CONFLICT RESOLUTION

- A. All disputes to this agreement shall comply with the *South Central Dispute Policy*, located in the South Central One-Stop Memorandum of Understanding; *section XI*.
- B. If any provision of this agreement is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:
- 1) The Workforce Innovation and Opportunity Act of 2014 (WIOA)
 - 2) The Department of Labor’s (DOL) regulations relating to WIOA
 - 3) The Washington State WIOA Policies
 - 4) Any applicable Washington State laws/regulations
 - 5) This contract and its modifications

The members of the partnership agree to all the terms of this Agreement by signing below:

Washington State Employment Security Department

By:

Title

Signature Date

South Central Workforce Council

By:

Title

Signature Date

Yakima Valley College

By:

Title

Signature Date

Yakima Valley Farmworkers Clinic/NCAC

By:

Title

Signature Date

Opportunities Industrialization Center

By:

Title

Signature Date

Division of Vocational Rehabilitation

By:

Title

Signature Date

DESI/Job Corps

By:

Title

Signature Date

DSHS/TANF

By:

Title

Signature Date

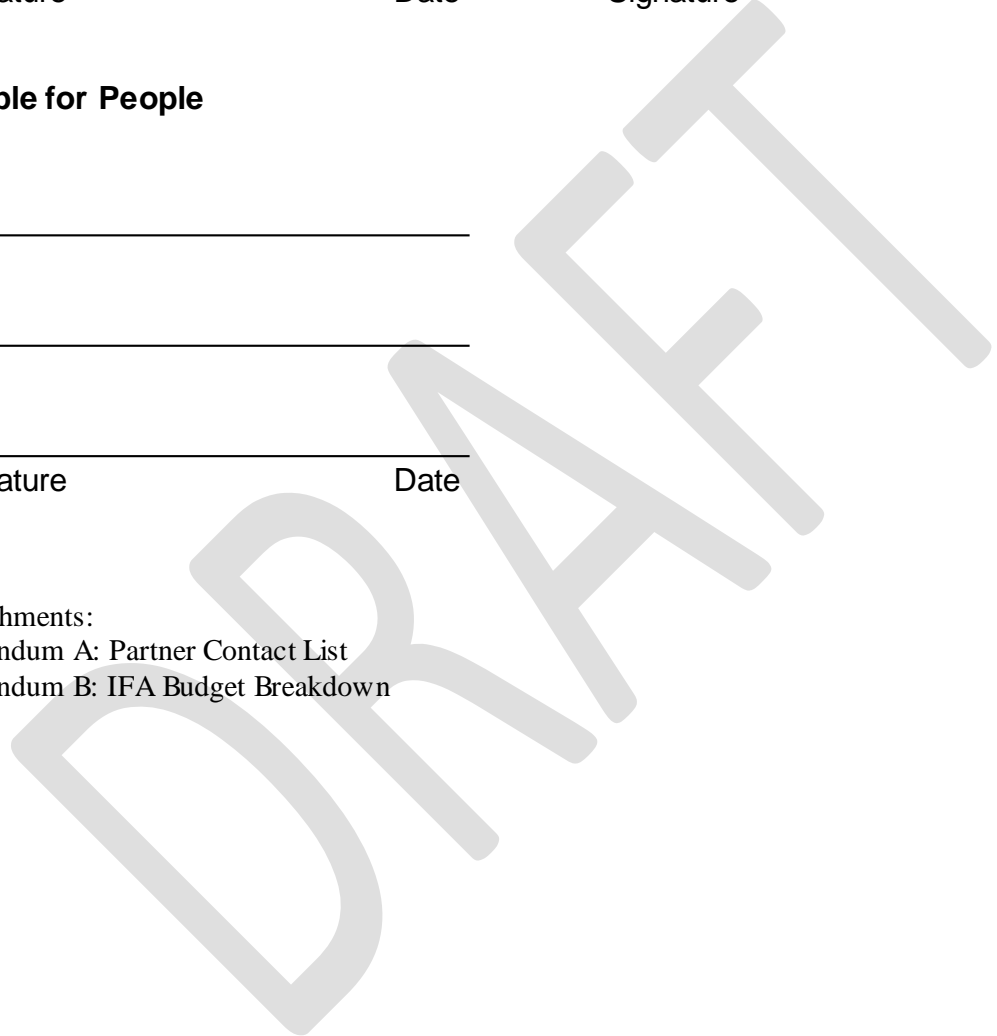
People for People

By:

Title

Signature Date

- Attachments:
Addendum A: Partner Contact List
Addendum B: IFA Budget Breakdown



WorkSource – Yakima (One-Stop Career Center)

I. Planned Budget for Semi-Annual Infrastructure Costs

- Center Costs January 1, 2018 through June 30, 2018

| COST DESCRIPTION | Budgeted Costs |
|---|-----------------------|
| Occupancy Costs for Common Use Resource Rooms (rent, utilities and maintenance) | \$15,552 |
| Janitorial | 79 |
| Technology (access to One-Stop; planning/outreach) | 7,517 |
| Equipment (assessment related; ADA) | 418 |
| Subtotal | \$23,565 |
| Fiscal Management | \$1,178 |
| Total | \$24,743 |

- Note: The infrastructure costs described above are solely for the operation and maintenance of the space designated as the South Central One-Stop Career Center within WorkSource Yakima at 1205 Ahtanum Ridge Dr. Suite B., Union Gap, WA 98903.

II. Summary of FY 2018 Half Year Estimated Infrastructure Costs by Partner

| WorkSource Yakima | | | |
|--------------------------|----------|-------------|-----------------|
| | Partner | % | Amount |
| ESD | 1 | 13.4% | \$3,323 |
| PFP | 1 | 13.4% | 3,323 |
| DESI | 1 | 13.4% | 3,323 |
| NCAC | 1 | 13.4% | 3,323 |
| OIC - YB,167 | 1 | 13.4% | 3,323 |
| YVCC | 1 | 6.0% | 1,485 |
| DVR | 1 | 13.4% | 3,323 |
| DSHS/TANF | 1 | 13.4% | 3,323 |
| Total | 8 | 100% | \$24,746 |

- Note: Costs are shared on an equal partner percentage basis with the exception of Yakima Valley College (YVC) where partners have agreed to reduce contributions based on limited ABE funds and relative use. For the duration of this agreement, partners have agreed to pay the difference of the remaining costs for YVC.

South Central One-Stop Partners

| Partner Name | Contact Person | Mailing Address | Telephone # | E-mail |
|--|----------------------|---|--------------|--|
| Washington State ESD | Alberto Isiordia | 1205 Ahtanum Ridge Dr. Suite A, Union Gap WA, 98903 | 509-630-8599 | aisiordia@esd.wa.gov |
| Yakima Valley Farmworkers Clinic / Northwest Community Action Center | Juan Carlos Oliveras | 518 West First Avenue Toppenish WA, 98948 | 509-865-5898 | CarlosO@yvwf.org |
| Yakima Valley College | Linda Kaminski | P.O. Box 22520 Yakima, WA 98907 | 509-574-4635 | LKaminski@yvcc.edu |
| DSHS/TANF | Babette Roberts | 712 Pear St SE, Olympia, WA 98504 | 360-725-4888 | Babette.roberts@dshs.wa.gov |
| Opportunities Industrialization Center (OIC) of Washington | Steve Mitchell | 815 Fruitvale Blvd, Yakima, WA 98902 | 509-248-6751 | s.m@yvoic.org |
| Division of Vocational Rehabilitation | Pablo Villarreal | 1925 Morgan Rd. Sunnyside WA 98944 | 509-836-1157 | villapa@dshs.wa.gov |
| DESI/Job Corps | Rich Nannini | 615 2 nd Ave Suite 525. Seattle, WA 98104 | 206-343-4148 | Rich.nannini@exodyne.com |
| People for People | Madelyn Carlson | 304 W. Lincoln Ave. Yakima, WA 98902 | 509-248-6726 | mcarlson@pfp.org |