

# **Workforce Innovation and Opportunity Act**

## **PHASE II RESOURCE SHARING AGREEMENT**

### **Program Year 2018**

This Phase II Resource Sharing Agreement (RSA) is entered into between the Fresno Regional Workforce Development Board (FRWDB) and Partner (Name), an America's Job Center of California (AJCC) Partner in the Fresno County Local Workforce Development Area, effective as of the first day of the term hereof.

### **RECITALS**

WHEREAS the Workforce Innovation and Opportunity Act (WIOA) provides that the FRWDB shall establish and operate a One-Stop System, also known as AJCC, to serve customers in Fresno County with the collaboration of each AJCC Partner (as that term is defined below); and

WHEREAS, the FRWDB has established Workforce Connection, located at 3302 Blackstone Avenue, Fresno, CA 93726, as the comprehensive AJCC; and

WHEREAS, the Partner is to share the cost and burden of the AJCC to the fullest extent allowable taking into account restrictions imposed by sources of funding relied upon by the Partner, which, if possible, shall contribute services or space, if prohibited from paying cash, to contribute its share of the in-kind expenses of the AJCC benefiting; and

WHEREAS, FRWDB has contracted with the Fresno Area Workforce Investment Corporation (FAWIC) to provide administrative services, including, without limitation, administering this Agreement on behalf of the FRWDB; and

WHEREAS, the FRWDB and Partner desire to enter into this Agreement in order to establish the methodology, terms and conditions under which they will provide resources or funds in sharing the costs of the AJCC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

I. **Term.** The term of this Agreement shall commence on January 1, 2018, and terminate on June 30, 2018, unless otherwise terminated as hereinafter provided.

II. **AJCC Partners.** The following entities are partners in the operation of the AJCC (each a "Partner"). Each Partner has executed a separate Phase I MOU with the FRWDB and the Chief Local Elected Officials (collectively, the City of Fresno and the County of Fresno or "CLEO") and will execute this Phase II Resource Sharing Agreement (RSA) to supplement their respective obligations under the Phase I MOUs:

- a. Co-Located Partners (subject to comprehensive AJCC infrastructure cost sharing):
  - i. Employment Development Department
  - ii. Fresno County Department of Social Services

- iii. Department of Rehabilitation
- b. Co-located Partners (Federally exempt from AJCC infrastructure cost sharing)
  - i. Job Corps
- c. Non Co-Located Partners (subject to other comprehensive AJCC services cost sharing and reporting):
  - i. Fresno Economic Opportunities Commission
  - ii. Proteus, Inc. (MSFW program)
  - iii. West Hills Adult Education Consortium
  - iv. California Indian Manpower Consortium
  - v. National Council on Aging

III. **Cost Allocation Methodology.** The FRWDB and Partner agree that the AJCC Budget and Allocation Plan set forth in Attachments A and B, respectfully, bears an equitable relationship to the benefits received by each at the comprehensive AJCC.

The Methodology will:

- a. Be consistent with federal laws authorizing each partner's program.
- b. Comply with federal cost principles in the Uniform Guidance.
- c. Include only costs that are allowable, reasonable, necessary, and allocable to each program partner.

Those partners who are co-located in the comprehensive AJCC, identified in Section II a, are mandated to share in the infrastructure costs of the comprehensive AJCC, to the extent allowed under their authorizing law.

Those partners co-located in the comprehensive AJCC, as identified in Section II b, are exempt from infrastructure cost sharing by the federal government. These partners are subject to other comprehensive AJCC services cost sharing and reporting.

Those partners not co-located in the comprehensive AJCC, as identified in Section II c, are not subject to sharing in the infrastructure costs until such time the State defines and communicates the process and methodology for assessing the benefit and or value to the non co-located partner.

The infrastructure costs shall be allocated as follows:

- a. Direct Charge: Costs that are incurred solely for the benefit of Partner shall be allocated to Partner.
- b. Square Footage Percentage at an AJCC Site: Partner shall be allocated the cost of providing and maintaining facilities at the site based upon the percentage of the number of square feet at the site Partner commits to use relative to the total space of the site.
- c. Communication Costs: The costs for telephone equipment maintenance, telephone lines and service, and internet lines and service will be based on the number of units used by Partner. The cost for the number of units in common areas, such as the customer resource room, will be allocated to Partner based on their square footage percent as determined in b., above. A usage fee for each telephone unit per month will be allocated to Partner for the County-wide telephone system that was purchased with WIOA funds. See Attachment B for usage fees.

IV. **Partner-provided Career Services** For all partners (co-located and non co-located), other costs associated with providing Career Services to the AJCC system are described in Attachment C. Reporting of these services are further described in Section VI, Partner Resources.

V. **Other System Costs - Shared Costs.** FAWIC will pay to the appropriate vendors the shared non-infrastructure costs for the comprehensive AJCC. These payments will be considered the WIOA resources for payment of allocable costs to WIOA.

VI. **Partner Resources.** Partner agrees to provide the following resources in support of the AJCC system:

- a. For infrastructure costs, co-located partners will provide cash payment for the amount allocated to them as shown in Attachment B.
  - i. If a cash payment is required from the partner, FAWIC will invoice the partner monthly. The partner shall submit their payment to the Fresno Area Workforce Investment Corporation, 2125 Kern Street, Suite 208, Fresno, CA 93721. All cash payments must be received by FAWIC no later than 45 calendar days after receipt of the invoice unless an alternative arrangement is agreed to in writing by FAWIC and the partner. A partner's failure to pay within a timely manner will be reported to the FRWDB Adult Council and may be subsequently submitted for dispute resolution as provided for in Section VII.
- b. All partners (co-located and non-co-located) will provide estimated six month budgets that reflects their agency expenditures/contributions to provide Career Services to Fresno County residents. The Consolidated Career Services Budget is further described in Attachment C.
  - i. Partner agrees to submit monthly actual versus budget reports for Career Services Expenditures.
  - ii. Reviews of the consolidated report will be in accordance with Section VII.

VII. **Periodic Review of Costs, Allocations and Contributions.** The FAWIC will provide quarterly reports to the partners showing the actual costs, allocations and contributions versus budget and/or plan. After the close of the second calendar quarter, FAWIC will convene an AJCC Partner Review meeting to determine if adjustments to budget and or allocations need to be made based on actual expenditures. If a modification is deemed appropriate, then this RSA amendment will be modified as agreed to by all partners.

VIII. **Dispute Resolution.** Any dispute among or between the parties hereto shall be addressed by the FRWDB in accordance with WIOA and the appropriate Final Rules promulgated with respect thereto, as amended and applicable. Following a decision by FRWDB, the parties involved may appeal to the State of California following the applicable procedures. Pending final resolution of a dispute hereunder, the parties involved shall proceed diligently to perform their respective obligations under the Agreement in accordance with the FRWDB decision, unless the parties have given a notice of termination as provided for in Section XI.

XI. **Termination.** Use of funds identified in this RSA as being available to pay the costs, charges, and fees set forth herein are contingent upon receipt of those funds by Partner. Partner may withdraw from this Agreement in the event that funding is either eliminated or reduced such that Partner can no longer pay the costs set forth above. Such withdrawal shall

be effective with no less than a 30-day written notification to FAWIC that Partner lacks funding, or upon the vacating of the premises by Partner, if applicable, whichever is later.

The FRWDB and Partner executing this Cost/Resource Sharing Agreement agree to its terms and conditions:

**{PARTNER NAME}**

{SIGNATORY &amp; TITLE}

Signature

Date \_\_\_\_\_

# Fresno Regional Workforce Development Board

Paul Bauer, Chair

Signature

Date \_\_\_\_\_