

**LANCASTER COUNTY
WORKFORCE DEVELOPMENT BOARD**

AND

PA CAREERLINK® OF LANCASTER COUNTY ONE-STOP PARTNERS

RESOURCE-SHARING AGREEMENT

July 1, 2016 to June 30, 2017

Revised 10.28.16

1. Parties and Purpose

1.1. Parties

- 1.1.1. This agreement is between the Lancaster County Workforce Development Board (WDB), hereinafter referred to as the WDB, constituted under terms of the Workforce Innovation and Opportunity Act of 2014 (WIOA), with members appointed by the Lancaster County Board of Commissioners (Local Elected Officials for the County of Lancaster) and the Partners of the PA CareerLink® Lancaster County as determined by the WDB with the agreement of the Local Elected Officials.
- 1.1.2. The Partners of the PA CareerLink® Lancaster County, including funding source each represents are listed below:
 - 1.1.2.1. PA Department of Labor & Industry, Bureau of Workforce Partnership and Operations
 - Wagner-Peyser, Trade Act, Veterans Employment Services
 - 1.1.2.2. ResCare Workforce Services
 - Sub-recipient providing WIOA Title I Youth programs and TANF Summer Youth programs
 - 1.1.2.3. Educational Data Systems, Inc.
 - Sub-recipient providing programs under WIOA Title I and TANF programs
 - 1.1.2.4. PA Department of Human Services, Lancaster County Assistance Office
 - TANF and Supplemental Nutrition Assistance Program (SNAP)
 - 1.1.2.5. Lancaster Career & Technology Center
 - Carl D. Perkins Vocational and Applied Technology Education Act
 - 1.1.2.6. PA Department of Labor & Industry, Office of Vocational Rehabilitation
 - Rehabilitation Act
 - 1.1.2.7. PA Department of Labor & Industry, Unemployment Compensation
 - Unemployment Compensation
 - 1.1.2.8. Lancaster Lebanon Intermediate Unit #13
 - Adult Education and Literacy Act
 - 1.1.2.9. Literacy Council of Lancaster-Lebanon
 - Adult Education and Literacy Act

1.2. Purpose

The purpose of this Agreement is to define and specify what costs associated with the PA CareerLink® Lancaster County will be commonly or jointly pooled and paid by the Partners and the basis and methodology of pooling or sharing those costs. Further, this Agreement also describes which costs will be directly billed to the individual Partners and on what basis and which costs will be paid by the Partners individually rather than through the PA CareerLink® Lancaster County structure. Finally, the Agreement describes how any surplus of revenues over expenses will be utilized for commonly agreed to PA CareerLink® Lancaster County purposes.

2. Term of Agreement

2.1. Dates

The terms of this Agreement shall become effective July 1, 2016, superseding any previous and similar agreements, and shall remain in force until it terminates on June

30, 2017, unless circumstances require a new or revised agreement prior to the termination date.

2.2. Termination

- 2.2.1. The Agreement may be terminated by repeal or expiration of WIOA or by other action of law, or by action of the WDB given one hundred eighty (180) calendar days advance notice in writing to the Operator and all Partners. Such action by the WDB may be with or without cause. Cause may include, but is not limited to:
 - 2.2.1.1. Failure on the part of the Partners to meet required performance standards
 - 2.2.1.2. Failure on the part of the Partners to comply with substantive provisions of the Agreement
 - 2.2.1.3. Changes in the level of funding available to one or more of the Partners sufficient to impair the financial viability of the Agreement
- 2.2.2. Any Partner signatory to the Agreement may withdraw by giving the WDB and Operator written notice of intent at least one hundred eighty (180) calendar days in advance of the effective withdrawal date. Should any individual partner withdraw, the Agreement shall remain in force and in effect with respect to the remaining Partners.
- 2.2.3. For purposes of equity and to allow predictability in budget planning, withdrawal of a Partner shall not relieve the Partners of the obligation to continue to support the PA CareerLink® Lancaster County Budget through the remainder of the current budget year on the basis calculated on the square footage projected in the Resource Sharing Agreement at the beginning of the budget year.

3. Program Income

- 3.1. Program income for the PA CareerLink® Lancaster County will be generated whenever the PA CareerLink® Lancaster County receives payment in the form of revenue for providing a service and that service is not clearly attributable to any Partner or funding source, but is rather provided by the common resources of the PA CareerLink® Lancaster County. Examples might include the daily rental of space to an employer for on-site recruiting, specialized testing and/or assessment services over and above the Career Services provided by the PA CareerLink® Lancaster County or similar situations and circumstances.
- 3.2. The PA CareerLink® Lancaster County will allocate and use program income in compliance with the guidelines included in the PA CareerLink® Financial Management Guide dated July 1, 2012 and applicable OMB Uniform Guidance.
- 3.3. Decisions on the expenditure of program income will be the prerogative of the Operator but shall always be for common purposes, rather than the benefit of any Partner or individual. Expenditure of program income generated by a grant-supported activity or earned only as a result of the grant agreement during the grant period will be expended as required by WIOA regulations.

- 3.4. The WDB will provide the Operator with monthly statements of account for program income.
- 3.5. The Operator, in the expenditure of program income, will follow purchasing and procurement guidelines as established by the WDB in accordance with federal, state, and local regulations.

4. Costs

- 4.1. The WDB shall be the fiscal agent for the PA CareerLink® Lancaster County.

- 4.1.1. The WDB will provide the Operator with monthly statements of account on the Resource Sharing Agreement Budget

- 4.2. Shared Costs

- 4.2.1. The Partners constituting the PA CareerLink® Lancaster County, as an entity, have available to it only such funds as the Partners and any other funding sources are willing and able to commit to common purposes. The PA CareerLink® Lancaster County itself is not, and will not be, a funding agency.
 - 4.2.2. The basic constant used to identify shared costs among the PA CareerLink® Lancaster County Partners is that these costs shall include those required to provide career services to customers and/or to provide mutually agreeable services not now provided by any individual partners.
 - 4.2.3. Except in specific instances, such as those identified immediately above, which shall be identified in the Resource Sharing Agreement Budget, the shared costs shall not include the personnel costs incurred by any of the Partners with respect to salaries, fringe benefits, travel and expenses or similar expenditures.
 - 4.2.4. The costs identified by the Operator and Partners and approved by the WDB as part of the Resource Sharing Agreement budget shall be allocated on the basis of square footage, with the exception of those costs identified as “direct charges” on the RSA.
 - 4.2.5. At the beginning of each program year the WDB shall calculate the apportionment on which partners shall be billed. The WDB shall recalculate that apportionment midyear based on changes in square footage.
 - 4.2.6. All procurement and expenditures made with Resource Sharing Agreement Budget funds will be made following policies and procedures set by the WDB and in accordance with applicable federal and state guidelines.
 - 4.2.7. The Operator, through the PA CareerLink® Lancaster County Site Administrator, shall submit Requests for Payments to the WDB for review and approval.

- 4.3. Facilities

- 4.3.1. The WDB is the leaseholder. and all partners and parties to this Agreement agree to abide by the terms of the Lease Agreement between the WDB and owner of the premises in those areas that are applicable for an occupant of the premises. If, for any reason, the Lease Agreement is cancelled or terminated, the facilities operating costs section of the Resource Sharing Agreement Budget is similarly cancelled or terminated. A copy of the Lease Agreement is available on request from the WDB.
- 4.3.2. None of the Partners shall make any alteration to the Premises without the prior written consent of the WDB, and such consent shall not be unreasonably withheld.
- 4.3.3. All Partners will cooperate with the leaseholder and owner of the premises in maintaining the facility in good condition. The owner of the premises is responsible for maintaining and repairing the exterior of the building, including lawn care and the removal of snow and ice, and for all internal systems in the building.
- 4.3.4. Each Partner shall be responsible for and agrees to indemnify and hold harmless the Leaseholder from damage to property and injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits, and actions by any party against the Leaseholder in connection with the Partner's use of the premises. Partners that are political subdivisions of the Commonwealth are liable only to the extent authorized by law.
- 4.3.5. The Partner's agreement to pay facility costs to the Leaseholder through the WDB shall be binding upon all of the Partners and their respective successor(s) and assigns.
- 4.3.6. The Partners agree to comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the premises.
- 4.4. Insurance
 - 4.4.1. Each Partner shall procure and maintain at its expense, unless it is self-insured under the laws of the Commonwealth, the following types of insurance in the amounts indicated, issued by companies acceptable to the Commonwealth and authorized to conduct such business therein.
 - 4.4.1.1. Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - 4.4.1.2. Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000;
 - 4.4.1.3. Professional Liability insurance with limits of not less than \$1,000,000 per occurrence;

- 4.4.1.4. Umbrella/Excess Liability insurance with limits of not less than \$1,000,000 per occurrence; and
- 4.4.1.5. Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than \$100,000 each incident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.
- 4.4.2. Prior to use or occupancy of the premises, all Partners shall provide Certificates of Insurance to the WDB. Any Partner that is self-insured will notify the WDB in writing, and explain the procedures for filing a claim. The WDB will maintain copies of Certificates of Insurance and make them available upon request to the Leaseholder. These Certificates should contain a provision that the coverage afforded under the policies shall not be canceled or changed until at least 30 days advance written notice has been provided to the WDB.

5. Agreement Procedures

5.1. Authority

Only the Partners and the WDB have authority to amend or modify the agreement. Any such amendments or modifications must be agreed to by both parties and should be reflective of WIOA and any applicable clarification or regulations. Any such amendment or modification will become part of this agreement.

5.2. Modification

- 5.2.1. This Agreement may be modified through mutual consent of the WDB, Operator and a majority of Partners, given thirty (30) days advance notice in writing, except as provided elsewhere with respect to termination or withdrawal of a Partner.
- 5.2.2. The parties to the Agreement delegate to the Operators the authority to act for the Partners in the execution of minor modifications, as so designated by the WDB.
- 5.2.3. Any modifications to the Agreement must, to be valid, be in writing, signed, dated by the Parties, with the effective date noted, and appended to the original Agreement.
- 5.2.4. If any part of this Agreement is, for any reason, later found to be invalid, the effectiveness of the remainder of the Agreement shall not be impaired.

5.3. Impasse Resolution

- 5.3.1. It is central to the intent and purpose of this Agreement that the parties will make every effort to maintain a positive working relationship, keep each party fully informed, and engage in ongoing dialogue and consultation in order to avoid disagreements, minimize the impact of any which may arise and resolve them collegially.
- 5.3.2. The resolution process for disagreements between parties which reach an apparent impasse is as follows:

5.3.2.1. *If between the Operator and Partners*, the first step shall be mediation by the WDB's Executive Director. If that is not successful, the second step shall be mediation by the WDB Executive Committee, whose decision shall be final.

5.3.2.2. *If among or between Partners*, the first step shall be mediation by the PA CareerLink® Lancaster County Site Administrator. If that is not successful, the second step shall be mediation by an individual appointed by the Operator, whose decision shall be final.

6. Breach

6.1. The parties agree that the Agreement may be considered breached both for reasons beyond the parties' control, primarily affecting the ability of the parties or the PA CareerLink® Lancaster County partners to comply; or, for actions or lack of action inconsistent with the Agreement.

6.2. While it is not possible to enumerate all circumstances which could constitute a breach, these might include but not be limited to:

6.2.1. Substantive changes in legislation, regulations or policy provisions which are antithetical to the prior intent of the Agreement

6.2.2. Loss of financial resources

6.2.3. Failure on the part of one of the parties to honor and enforce the provisions of the Agreement

6.2.4. Proven or reasonably inferred violations of financial or ethical responsibilities

6.2.5. Substantial reduction in the level of staffing or other support

6.2.6. Other actions or omissions which significantly differ from the Agreement

8. Authority and Signatures

- 8.1. The individuals signing have the authority to commit their respective organizations to the terms of this Agreement and do so by signature below.
- 8.2. This Agreement may be executed in one or more counterparts, should that at any time be more convenient to the signatories, and the originals of which when taken together and bearing the signature of all parties to the agreement, shall constitute one and the same Agreement.
- 8.3. Without regard to the date of signatures below, the parties agree the effective date of this Agreement is July 1, 2016.