

Midlands South Carolina Works  
Resource Sharing Agreement (RSA) with DEW  
July 1, 2016 – June 30, 2017  
(Addendum to MOU)

I. STATEMENT OF PURPOSE

The purpose of this RSA is to define and specify what common costs associated with the SC Works Centers will be a shared responsibility of the South Carolina Department of Employment and Workforce (DEW or Party) and the Central Midlands Regional Council of Governments (CMCOG), as well as establish the basis and methodology of pooling and sharing those costs. Also, the RSA outlines the frequency and process for billing and payment of shared costs.

II. INTRODUCTION

- a. This RSA is between CMCOG and DEW.
- b. The Midlands Workforce Development Board is the designated and certified Workforce Development Board (WDB) for the Midlands Workforce Development Area. The Operator is the consortium of One-Stop Center partners with a designation of the CMCOG to provide day-to-day management staff. A new operator will be competitively procured and selected by the MWDB in accordance with the Workforce Innovation and Opportunity Act (WIOA) and its final regulations.
- c. The Partners are the various organizations identified in the Memorandum of Understanding (MOU) who, by virtue of their Partner status, have agreed to enter into and abide by Partner specific RSA's.
- d. The Department of Employment and Workforce (DEW) represents the following required partner programs: Wagner- Peyser (WP) Employment Services, Unemployment Insurance (UI), Veterans Employment and Training, Trade Adjustment Assistance (TAA), and Migrant and Seasonal Farmworker (MSFW).

III. COMMITMENTS

- a. DEW agrees to provide the following SC Works Host Facilities:
  - SC Works Midlands Center, 700 Taylor Street, Columbia, SC 29201
- b. The CMCOG, representing SC Works in Fairfield, Lexington, and Richland counties, agrees to provide the following SC Works Host Facility:
  - SC Works Lexington Center, 671 Main Street, West Columbia, SC 29170

DEW and COG/County will provide a quarterly summary of actual expenditures pursuant to the provisions as outlined below.

- c. SC Works in Lexington, and Richland counties/county agree to contribute to the delivery of the following services in the Midlands SC Works system:
- Greeting and front end services;
  - Job vacancy announcements/postings;
  - Referrals to employment;
  - Employment Workshops;
  - Print materials and maintain a sufficient supply of appropriate print materials, such as brochures, flyers, and information packets detailing the services available;
  - Unemployment Insurance, Veteran and Trade Adjustment Services;
  - Labor Market Information;
  - Providing access, support, and training on the SC Works Online (SCWOS) system;
  - Researching Labor Market Statistics and Trends and publishing them via email, print, or website as appropriate; and
  - Share and participate in training opportunities for all SC Works staff in the Midlands local area, as feasible.
- d. CMCOG and DEW (hereinafter collectively "The Parties.") can expect to derive the following benefit from the SC Works system in the Midlands local area:
- Resources for customers needing assistance with Career Counseling, Literacy, GED, Occupational Training, and other community services.
  - DEW staff agrees to provide claimants of UI programs information and assistance with filing claims and connecting with reemployment services. UI will share in the cost of the workforce system through the presence of Reemployment Services and Eligibility Assessment (RESEA) staff in all SC Works comprehensive centers. Claimants selected to participate in the RESEA program can receive up to three one-on-one reemployment assessments during their benefit year to help them return to work faster. RESEA staff advises claimants on the wide variety of reemployment services available to them and refer claimants to the services appropriate for their individual needs, including other SC Works partner programs. DEW will make available UI-related training resources to assist all frontline SC Works staff in correctly answering common claimant questions with ease and consistency.
  - The Workforce Information Portal (WIP) provides a secure method for partner staff to obtain the necessary UI data that is used to determine an individual's potential eligibility for training and employment services programs under WIOA. The WIP also allows all staff to communicate potential UI fraud and availability issues to UI personnel in an efficient and streamlined manner. Sharing such information with UI staff helps to accelerate the claimants' return to suitable employment and ensure their continued eligibility to receive UI benefits. Staff approved for direct access to the WIP, including Partners, are required to execute a separate confidentiality agreement specific to the WIP prior to gaining access. The Partners agree to use the WIP for WIOA program eligibility purposes

and to communicate potential UI eligibility issues to UI staff through the WIP in accordance with DEW policies and procedures.

#### IV. RESOURCE SHARING PLAN

Other than the items specified in this RSA, each partner agency agrees to use their authorized funds to provide the services which are appropriate to this agreement, as specified, and are compatible with their mission and the use and constraints of their funding.

Each partner agency agrees to provide the resources necessary to fund their proportionate share of the costs as contained in the Shared Operating Budget spreadsheets, Attachments 1 of the RSA and shared based on the Quarterly Staffing Addendum.

#### V. IDENTIFICATION OF SHARED COSTS

Costs will be shared in accordance with this agreement, including the partners identified in Attachment D-1 to the MOU (RSA Budget). Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the list of partners included in the budget must be submitted in a timely manner to all partners of this agreement in the form of a written addendum to ensure fiduciary responsibility and accurate quarterly invoicing. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment.

Additionally, prior to committing to a contractual and/or financial obligation of any kind that would involve payment from DEW, the Operator must consult with and obtain written approval from DEW. Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party (COG, Operator or Partner) to adhere to this standard may result in disputed charges and a refusal to remit payment.

**Facility Costs.** Facility costs are defined as those actual costs related to the facility use, maintenance and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs shall be borne by those Partners who deliver services through the SC Works Centers in Richland and Lexington Counties. Such costs shall be allocated on the basis of a Partner's number of staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis and counted proportionately by the number of hours assigned to work per week. (For partners with funding limitations, in-kind allocations are acceptable).

The CMCOG, or its designee, shall not enter into a lease agreement to move offices that include DEW staff without consulting with the Administration, Support, and Operations Division at DEW prior to the execution of a lease agreement. Once DEW has agreed to the terms of a lease agreement to move offices that include DEW staff and the lease has been executed, an addendum to this RSA reflecting the move and any related changes must be executed prior to the move. Routine costs incurred during the month of the relocation will be prorated by both parties.

**Maintenance Costs.** Maintenance and Facility Operations costs include the following unless otherwise noted: landscaping, janitorial/cleaning maintenance, routine building maintenance and repairs, including HVAC maintenance, and pest control.

**Supplies, Equipment, and IT-related Costs.** Supply costs are those related to individual staff in performing their respective job duties and those related to the supply of items needed for public access (i.e. resource room) and common/shared spaces (i.e. restrooms) in each Center. DEW will purchase ALL DEW staff supplies needed, including business cards, through the appropriate DEW program manager (UI Hub Manager or WED Regional Manager). The only shared supply costs will be those specifically related to public access and common/shared spaces as purchased by the Operator. These costs should be reconciled and invoiced to DEW quarterly and will be shared proportionately across all programs located in the Center according to the quarterly staffing addendum.

Equipment costs are those related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine) and will be shared proportionately by the staff/partner using the equipment. DEW staff will no longer share the use of DEW-leased copier machines with partner staff or customers. All DEW staff will be required to use DEW equipment only. The Xerox machines have the capability for file storage, email and fax, and are specifically configured to allow email access within the DEW network only. The Operator will be responsible for providing the necessary equipment for non-DEW staff as well as any necessary customer equipment in public access spaces (i.e. resource rooms). DEW will share in the cost of public access equipment only, as provided by the Operator, and used only by Center customers. These costs should be reconciled and invoiced to DEW quarterly and will be shared proportionately across all programs located in the Center according to the quarterly staffing addendum.

Center/Location	Number and Type of Public Access Equipment (not including PCs)
SC Works Midlands/Resource Room	2 printers
SC Works Midlands/Resource Room	1 fax
SC Works Midlands/Classrooms	2 printer
SC Works Midlands/Front Desk	1 printer
SC Works Lexington/Resource Room	1 printer

DEW Department of Information and Business Solutions (DIBS) only supports DEW staff in all facilities. Computers and other technology, such as phones, printers, and copiers are the responsibility of the Operator's selected IT provider for continued support.

**Access to equipment.** DEW IT staff shall be granted access to all DEW equipment whether in DEW facility host buildings or non-DEW facility host buildings. The Operator agrees that DIBS staff will maintain access to DEW equipment and be granted access to any other properties to verify ownership through the state property system. If equipment is found on the state property inventory list, the Operator agrees to return the equipment for off-boarding, transfer, and return to ensure proper handling as required by IRS regulations property ownership and resolution of any depreciated value of the equipment.

**Network Closets.** Network closets contain storage racks which hold all network equipment related to network connectivity in both DEW facility host buildings and non-DEW facility host buildings. DEW-owned equipment must remain accessible to DIBS network staff during normal operating hours and may require after-hours access. In instances where network closets contain both DEW and non-DEW equipment, special care will be taken by both parties to cause none to minimal disruption of services and location of equipment during maintenance and repairs.

Existing internet circuits owned and maintained by DEW may be refitted to better accommodate the total number of staff on any given network and DIBS will provision bandwidth at their own discretion.

**Public Access Computers.** DEW agrees to share in the cost of public access PCs (i.e. necessary and reasonable in-scope costs of resource rooms and shared computer labs) as outlined in the RSA IT Guiding Principles, provided by DEW in 2015. The public access IT costs will be shared proportionately according to the quarterly staffing addendum. Actual costs must be reconciled and invoiced to DEW quarterly in accordance with the methodology described in the RSA IT Guiding Principles.

As part of reconciling IT costs, DEW will be provided a copy of all current IT service provider contracts and/or work orders and any forthcoming modifications.

**Shared Network Access.** In the case that DEW staff presence is minimal; DEW may request to provide service for DEW staff through a VPN tunnel. A VPN tunnel allows for a "shared" internet connection to be divided into separately managed connections. This method maintains administrative control of DEW connections and equipment without interfering with the Operator's own network management. Any requests for access of this type will be negotiated between the Operator's IT service provider and the Infrastructure and Information Security unit of DIBS. Once agreement has been reached and a VPN connection is established and in use by DEW staff, any changes in IT services affecting such connection are prohibited without prior notification to the Information Security unit of DIBS.

**Telephone (VoIP and Analog).** DEW will provide and maintain telephones (either VoIP or analog) for DEW staff in all locations where a DEW circuit is in place and active, and has sufficient bandwidth for telephone support. In offices where DEW presence is minimal, or where the Operator is providing phone service, the Operator may bill DEW for the proportionate share of monthly billing by the Operator's telephone service provider. In cases where a telephone cannot be provided or supported by either party, DEW may choose to provide or request alternate communication methods as needed on a case by case basis.

**Privacy and Personally Identifiable Information (PII).** The protection of private and PII data is of the highest priority. DIBS staff is committed to complying with all federal and state laws, regulations, and guidance regarding protection of PII, including IRS Publication 1075. Any suspected breach in data security should be reported to DEW Information Security staff immediately at [infosec@dew.sc.gov](mailto:infosec@dew.sc.gov). In the event data security is suspected of being comprised, DIBS staff will take immediate corrective action, including but not limited to suspending access to data and application resources. Partners agree to safeguard and protect confidential and personally identifying information pursuant to Federal and State law and IRS Publication 1075. Partners with access to unemployment information from DEW must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through -170 and 20 C.F.R. § 603. These requirements survive the duration of this agreement.

## VI. PROPORTIONATE SHARE

WIOA and its related regulations and guidance establish, as a starting point, the expectation that SC Works partners will share proportionately in the cost of the SC Works system. Therefore, to the extent applicable, costs will be shared based on the proportionate share model. Partners' tangible and intangible contributions will be identified and agreed upon based on the requirements of their respective RSA's.

The Parties understand that the FTE/hourly proportionate share may be adjusted at the beginning of each quarter but within the first 10 business days of the quarter. Adjustments must be shown on the Quarterly Staffing Addendum Signature Sheet. Quarterly staffing counts will be reconciled and submitted to DEW along with invoices and supporting documentation reflecting actual expenses for payment. Staffing counts should be based on the first business day of the quarter and the addendum must be submitted by both parties within 10 business days of the beginning of the quarter. Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed upon by both parties in the form of the attached addendum to the original agreement.

#### VII. FACILITY HOSTS AND PROPERTY ASSUMPTIONS

- a. DEW owns the building which houses the SC Works Midlands facility. The costs associated with the usage, operation and maintenance of the SC Works Midlands facility shall be included in the resource sharing agreement budget. The annual building depreciation cost will be an in-kind contribution by DEW and will be included in this agreement budget.
- b. The Operator agrees that DEW staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, as special projects, information technology maintenance, extraordinary circumstances or workload may require. The Operator will provide to the DEW staff supervisor access to the main entrance and to the DEW assigned work areas to enable DEW staff to have access during extended hours or emergencies, as needed. DEW agrees the assigned staff supervisor, when possible, will provide advanced notice to the Operator if extended hours, including weekend hours are needed.
- c. The CMCOG, or through its contracted service provider, if applicable, is the facility host for the Lexington facility. The costs associated with the rent, operation and maintenance of the Lexington facility shall be included in this agreement budget.

#### VIII. CONTRACTORS, QUOTES FOR SERVICES AND RELATED COST LIMITS

- a. *Contractors, Quotes & Obligations.* Contractors, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by the Center Operator and DEW. Each entity has its own procurement process and is responsible for ensuring that quotes for service are solicited and evaluated according to the appropriate procurement process.

Once a need has been determined, the facility host or its designee is responsible for advising the non-host partner of the need, securing contractor quotes and submitting this detail for review to pertinent parties on both sides. Contractor selection must be agreed upon by both parties prior to the execution of work. Additionally, any party must consult with DEW prior to committing to a contractual obligation that would involve DEW funds. Failure by either the Operator or DEW to adhere to this standard may result in disputed charges and a refusal to remit payment.

- b. *Capital Improvement & Current Repair Needs.* Facility hosts with capital improvement needs of any nature must address those needs independent of this RSA agreement and budget. Such repairs could be unresolved ADA modifications, roof repairs, HVAC

replacement, etc. Capital improvement shall be the sole financial responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

#### IX. RECONCILIATION OF SHARED COSTS

- a. The CMCOG shall be responsible for reconciling and invoicing respective costs under this agreement as it relates to the Lexington facility. DEW will be responsible for reconciling and invoicing respective cost under this agreement as it relates to the Midlands facility. Each Party should submit invoices, along with supporting documentation reflecting actual expenses prior to the 30<sup>th</sup> of the month following the end of the quarter. Special reporting requirements may be instituted for the final quarter for period ending June 30.
- b. The proportionate share methodology shall be determined by the Party's FTE by hours assigned to work proportionate share ratio formula. The Party's FTE/hours proportionate share ratio formula shall be based on the number of staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis and counted proportionately by the number of hours assigned to work per week.

DEW and the COG/County understand that the FTE/hourly proportionate share may be adjusted upon quarterly review due to current vacancies and/or the hiring of staff or changes in assigned work schedules. Adjustments must be in written agreement by the Parties in the form of the attached staffing addendum. The fully executed staffing addendum is due within 10 business days of the beginning of each quarter.

- c. Any failure of the Parties to submit payments by the deadlines set forth in this RSA will be subject to the dispute resolution process outlined below. If either Party disputes any costs, that Party has thirty (30) days from receipt of the reconciliation to submit a dispute.

#### X. DISPUTE RESOLUTION PROCESS

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of the SC Works Center partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Local Workforce Development Board within 30 days, who shall place the dispute upon the agenda of a regular or special meeting of the WDB or Committee designated by the Chair. The WDB or Designated Committee of the WDB shall attempt to mediate with the Executive Directors of the parties, or their designees, and resolve the dispute. Disputes shall be resolved in accordance with WDB by-laws unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the SC Works Center partner agencies.

Similarly, any disputes initiated by DEW shall, on first attempt, be resolved informally. Should resolution efforts fail, the dispute shall be escalated to the DEW MOU/RSA Team in attempt to mediate and resolve the dispute. The DEW MOU/RSA Team shall escalate further unresolved disputes to the DEW Executive Director or the Executive Director's designee.

The dispute resolution process described herein is not exclusive and does not deny a party the right to exercise any remedy available to it in law.

## XI. PROPERTY INSURANCE

The facility host or lessee shall obtain and hold appropriate and sufficient property insurance as the owner of the SC Works Midlands facilities. Reference Insurance Policies for DEW (more specifically "Tort Liability" and "Building Insurance" Coverage).

## XII. DEW-FACILITY USAGE AGREEMENT

- a. The specific purpose of this agreement is to provide a method for DEW to provide a Facilities Usage Agreement with the COG/County and to provide a method of payment for the use of the subject property. It is understood that use of the DEW-owned facility is an in-kind resource contribution as outlined in *TEGL 7-04 – Issues Related to Real Property Used for ETA Program Purposes*.
- b. The Parties understand and agree to the terms of this agreement. CMCOG certifies that it is financially responsible to DEW for all charges incurred in the Facilities Usage Agreement designated for SC Works Center operations use of the facilities during the period for which this agreement is in effect.
- c. The real property affected by this agreement is located at 700 Taylor Street in the City of Columbia, South Carolina.
- d. It is understood that all subject matter related to the operations and maintenance of the facility will be outlined in the resource sharing agreement (RSA). The RSA should include but is not limited to the following:
  - Lease/Rent
  - Utilities
  - Landscaping
  - Janitorial and cleaning maintenance
  - Building maintenance and repairs
  - HVAC maintenance
  - Equipment rental expenses
  - Security/Security Guard
  - Pest Control
  - Supplies (public access and common spaces only)
- e. CMCOG shall be responsible to pay the proportionate share of the quarterly depreciation for any building and improvements, not yet fully depreciated, within thirty (30) days upon receipt of an invoice from DEW. DEW will provide an invoice following each quarter to reflect actual expenses and Midlands area's proportionate share. The annual building depreciation cost will be an in-kind contribution by DEW and will be included in this agreement budget. It is agreed that the proportionate share methodology shall be determined by the FTE/hourly proportionate share ratio formula.
- f. Effective August 1, 2016, the use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited by all personnel, contractors, and customers in any facility or on any property owned or controlled by DEW including parking lots, parking garages, sidewalks, and breezeways. Additionally, DEW employees assigned to property locations not controlled by DEW are prohibited from using all tobacco products while on site.



### **XIII. DEW-OWNED BUILDING MAINTENANCE PROCEDURES**

**During PY 2016, regional/statewide contracts for janitorial, landscaping and HVAC services are in place for all DEW-owned buildings. All building issues or concerns related to these three services should be referred to DEW's Facility Management department at [FacilityMaintenance@dew.sc.gov](mailto:FacilityMaintenance@dew.sc.gov).**

There are two ways local offices can address other building maintenance or repair work within DEW owned buildings:

- 1. The first option is to address the maintenance issue at the local office level by recognizing the problem and soliciting local vendor bids. Such maintenance issues include repairs to: plumbing, electrical, general maintenance, etc.**

- A. For bids under \$2500, the DEW Regional Manager, UI Hub Manager, or Field Service Manager can work with their immediate supervisor for approval (For offices that are SC Works Centers – the Operator should be included in discussions prior to requesting approval). To establish a "fair and reasonable" price for these repairs, more than one vendor should be contacted. This information can be obtained through verbal communication with vendors and then documented according to: date of contact, name of company contacted, person contacted, and quoted amount.**

Once the work is completed and meets your approval, the approved invoice should be sent to the DEW Department of Finance for payment. All invoices must have the signature of the DEW Regional Manager approving the work, date of approval, cost center number and appropriate funding code. A copy of the approved invoice should be given to all partners sharing in the costs.

- B. For bids over \$2500, Support Operations should be contacted for further guidance. Since DEW will be paying these invoices, we will need to follow the SC Procurement Code. The approved invoices for these items should be sent directly to Support Operations at [SupportOperations@dew.sc.gov](mailto:SupportOperations@dew.sc.gov).**

- 2. The second option is to request DEW's Facilities Management assistance in local office repairs and maintenance. They can provide a quote to the local office or guidance as to the best route to take to address the problem.**

### **XIV. NON-DEW FACILITY BUILDING MAINTENANCE PROCEDURES**

Building maintenance issues must often be addressed at the local level, particularly for repairs involving plumbing, lighting, HVAC, electrical and general maintenance. To secure services for such support, the following procedures should be used:

- a. For bids under \$2500, the CMCOG or Operator should establish a "fair and reasonable" price for these repairs by contacting more than one vendor. This information can be obtained through verbal communication with vendors and then documented according to: date of contact, name of company contacted, person contacted, and quoted amount. The Operator and the DEW Regional Manager must approve all expenses prior to execution of work.**

- b. For bids over \$2500, the CMCOG or Operator will provide guidance as needed to secure services according to accepted procurement practices. All bids in this category will be reviewed and discussed with DEW and mutual consent obtained prior to the execution of work.

XV. ASSURANCES

- A. This agreement will be interpreted under South Carolina Law or federal law as applicable.
- B. Each partner warrants that it will comply with all federal, state and/or local laws and regulations that apply to this agreement, including but not limited to, WIOA and its applicable rules and regulations.
- C. Functions or separateness mandated by state or federal law will not be violated or abridged in the pursuit of co-location of center partners.
- D. Partners shall obtain agreement with other partners prior to entering into a contractual obligation that involves shared funds.
- E. Areas designated as common areas within the partnership facilities may be used by all partners. These areas will be maintained, by the building owner or leaseholder, in good condition and in compliance with the applicable provisions of the Americans with Disabilities Act, and the regulations issued thereunder.
- F. Partners will participate in developing a coordinated planning process. This process will assist the partners in identifying the needs of the local workforce and the business community and help set priorities for services based on those needs.
- G. Partners will participate in the development of the center's procedures, policies, business plan, operational agreement and accounting processes as applicable.
- H. Partners agree to safeguard and protect confidential and personally identifying information pursuant to Federal and State law and IRS Publication 1075. Partners with access to unemployment information from DEW must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through -170 and 20 C.F.R. § 603. These requirements survive the duration of this agreement.
- I. Partners will participate in establishing processes for center/system client flow, assessment/case management, job development, referrals, placements, staff capacity building, space requirements, standards of operations, and resolution of disputes with other system partners.
- J. The Central Midlands COG will serve as the fiscal agent and is responsible for accounting and other fiscal and administrative activities for the center. Fiscal and administrative costs will be allocated to the partners according to the terms of the Cost Allocation Plan.

XVI. AGREEMENT MANAGEMENT

The Agreement Manager responsible for oversight and review of shared costs, for the billing and reconciliation of shared costs, as well as monitoring of the allocation methodology and funding information is:

COG/County or Operator: Midlands Workforce Development Board

Name: Tammy Beagen  
Address: 100 Executive Center Drive Suite 218 Columbia, SC 29210  
Phone: 803-744-1670 x103  
Fax: 803-744-1671  
E-Mail: [tbeagen@mwdb.org](mailto:tbeagen@mwdb.org)

DEW: Policies and Procedures  
Name: Abby Linden  
Address: PO Box 995 Columbia, SC 29202  
Phone: 803-737-3198  
Fax: 803-737-0495  
E-Mail: [alinden@dew.sc.gov](mailto:alinden@dew.sc.gov)

#### XVII. MODIFICATION

The Parties recognize that modifications may be necessary during the period the RSA is in effect. Any modification to this RSA must be in writing and signed by all the signatories. Oral modifications shall have no effect. This RSA shall be reviewed and modified annually to account for changes in the allocation of costs to the Parties. If any provision of this RSA is found to be unenforceable for any reason, all remaining provisions of the RSA shall remain in full force and effect.

#### XVIII. TERMINATION

Withdrawal from the agreement requires ninety (90) calendar days written notice to the other parties. If either partner fails to receive funding, appropriations, limitations or other expenditures authority at levels sufficient to allow either Party, in the exercise of reasonable administrative discretion, to meet its payment obligations under the MOU or Resource Sharing Agreement, the agreement may be terminated immediately.

Furthermore, upon the withdrawal of any party, the future costs associated with this agreement shall be reallocated among the remaining agencies, and this agreement shall be modified in writing, accordingly.

#### XIX. DURATION OF AGREEMENT

This agreement shall be in effect July 1, 2016 through June 30, 2017 regardless of signature dates and remains in effect until terminated by the repeal of the Workforce Innovation and Opportunity Act (WIOA) or in accordance with this section.

Reference to funds identified in support of this RSA is contingent upon receipt of those funds by the partners. Any Party may withdraw from this agreement in the event funding for the mandatory program is eliminated or the Party is no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding.

Non-WIOA required SC Works partners may withdraw from the MOU, at the conclusion of any program year, by giving written notice, of their withdrawal, to the SC Works Manager at least 90 calendar days prior to the effective date of withdrawal. Upon the withdrawal of any partner, any continuing costs

associated, with this agreement, shall be reallocated by the SC Works Manager among the remaining partners. Should any party to the MOU withdraw the MOU remains in effect with respect to the remaining parties.

The signatories hereunder warrant and declare that they are duly authorized to execute this Agreement by virtue of their position and title.

Approved and Accepted by:

  
\_\_\_\_\_  
Ben Mauldin  
Central Midlands Council of Governments

9/30/16  
\_\_\_\_\_  
Date

Approved and Accepted by:

  
\_\_\_\_\_  
Cheryl M. Stanton  
Executive Director of DEW

9/30/16  
\_\_\_\_\_  
Date

Midlands WDA  
 Shared Operating Budget for PY16  
 July 1, 2016 - June 30, 2017

Number of FT Employees	81.09	57	24.09	6.83	1	5.83
Item Description	SC Works Midlands			SC Works Lexington		
	Total	DEW	Non-DEW	Total	DEW	Non-DEW
<b>Facilities:</b>						
Rent	-	-	-	96,970.00	14,197.66	82,772.34
Security	-	-	-	-	-	-
Utilities	66,360.00	46,645.95	19,714.05	10,639.00	1,557.69	9,081.31
Janitorial/Maintenance	21,000.00	14,761.38	6,238.62	9,986.00	1,462.08	8,523.92
Landscaping	61,970.00	43,560.12	18,409.88	-	-	-
General Repair	-	-	-	-	-	-
Pest Control	600.00	421.75	178.25	-	-	-
Depreciation (if applicable)***	27,364.00	19,234.78	8,129.22	-	-	-
Other - please list	-	-	-	-	-	-
<b>Total Facilities</b>	<b>\$ 177,294.00</b>	<b>\$ 124,623.97</b>	<b>\$ 52,670.03</b>	<b>\$ 117,595.00</b>	<b>\$ 17,217.42</b>	<b>\$ 100,377.58</b>
		- 19,234.78				
		\$ 105,389.19				
<b>Operating:</b>						
Telephone (if applicable)	-	-	-	-	-	-
PC Costs**	13,298.00	9,347.47	3,950.53	9,974.00	1,460.32	8,513.68
Equipment Maintenance/Rental	-	-	-	-	-	-
Common area supplies*	3,800.00	2,671.11	1,128.89	740.00	108.35	631.65
Other - please list	-	-	-	-	-	-
Other - please list	-	-	-	-	-	-
Other - please list	-	-	-	-	-	-
<b>Total Operating</b>	<b>\$ 17,098.00</b>	<b>\$ 12,018.57</b>	<b>\$ 5,079.43</b>	<b>\$ 10,714.00</b>	<b>\$ 1,568.67</b>	<b>\$ 9,145.33</b>
<b>Grand Total Budget</b>	<b>\$ 194,392.00</b>	<b>\$ 136,642.55</b>	<b>\$ 57,749.45</b>	<b>\$ 128,309.00</b>	<b>\$ 18,786.09</b>	<b>\$ 109,522.91</b>
		\$ 117,407.76				

\*All staff purchase their own supplies- only resource room and common area supplies are shared

\*\*Public access PCs only

\*\*\*DEW's share of depreciation cost is considered an in-kind contribution

\*\*\*\* Staff numbers based on 1st Q Staffing Addendum submitted 8/29/16

MIDLANDS AREA IT COST INFORMATION  
PROGRAM YEAR 2016

Level 3 Communications is the provider of phone and internet services for non-DEW phones and computers in the SC Works Columbia and Lexington offices. The service is combined for the Lexington and Columbia offices. The provider bill layout has changed from Program Year 2015. The bill is separated as follows:

Converged Services	<ul style="list-style-type: none"> <li>• Columbia (\$1581.44)</li> <li>• Lexington (\$1162.87)</li> </ul>	\$2744.31
Digital Voice	taxes & fees	\$34.65
Integrated Services	Taxes & fees	\$4.56
Internet Managed	\$75/office	\$150
Long Distance	\$5/office plus fees and taxes	\$12.62
Usage Charges	For long distance	\$6.31

Previously, the costs for allocated voice services were listed separately on the bill but is now combined with the Lexington Converged Services line item (already deducted from the table above). This amount is not a shared cost and is excluded along with the related pro-rata amount of fees and taxes. The calculation of the portion of the taxes and fees to remove are shown on the monthly IT Costs Calculations submitted with the invoices on the Quarterly bill. Shared Long Distance also is not a shared cost. Based on the foregoing, the calculation of shareable IT costs and the DEW portion thereof are as follows:

Total monthly bill	\$3465.49
Allocated voice service	(\$626.15)
Fees & taxes	(\$51.60)
<b>Computer total</b>	<b>\$2787.44</b>

An Office computer count is below:

	Public & Training	Non-DEW staff	Total
Columbia	60	30	90
Lexington	45	16	61
<b>Total</b>	<b>105</b>	<b>46</b>	<b>151</b>

\$18.46/computer charge from Level 3 Communications (\$2787.44 divided by the total number of computers on the network – 151)

The Program Year 2016 for public access computer is estimated at \$18.46/computer/month x 105 total computers = \$1938.30 to be shared on a staff allocation formula per month.

Maintenance Process and Costs: Regular maintenance (updates to operating system and virus protection, defragmenting, security monitoring, etc.) is being handled internal and thus does not have a separate cost. The Midlands has entered into a contract with Elauwit Networks for an annual maintenance check-up as well as an hourly rate for a technician's assistance for IT issues beyond the internal staff's capabilities. The annual check-up is estimated at 3 hours at an hourly rate of \$125.