

**Executive Committee Meeting  
Agenda  
September 30, 2014 – 10:00 AM  
WorkLink Conference Room**

- |  |                       |
|--|-----------------------|
| I. Welcome                                       | Danny Brothers, Chair |
| II. Approval of Minutes                          | Danny Brothers        |
| III. Strategic Plan RFP*                         | Danny Brothers        |
| IV. WorkLink's 501c3 Status                      | Trent Acker           |
| V. 2015 Operator- Adult/DW RFP Update            | Trent Acker           |
| VI. Resource Sharing Agreement (RSA) Update      | Trent Acker           |
| VII. Unemployment Insurance Pilot Program Update | Trent Acker           |
| VIII. Executive Session – Personnel Matter       | Danny Brothers        |
| IX. Other Business                               | Danny Brothers        |
| X. Adjourn                                       | Danny Brothers        |

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**WORKFORCE INVESTMENT BOARD  
EXECUTIVE COMMITTEE MEETING**

**May 28, 2014 – 9:00am**

**Comprehensive Center Large Conference Room – Clemson, SC**

**Members Present:**

Danny Brothers  
Ronnie Booth

Trent Acker  
Richard Blackwell

Burriss Nelson  
Stan Brooks

**Members Absent:**

Robert Halfacre

**Staff Present:**

Jennifer Kelly  
Sharon Crite

Brandi Runion

Patty Manley

**Guests:**

Steve Pelissier  
Karen Craven

Matt Fields

Kal Kunkel

**I. Call to Order**

Chair Danny Brothers called the meeting to order announcing a quorum was present to conduct business of the committee and the meeting was being recorded.

**II. Approval of Minutes (05/08/2014)\***

The minutes from the May 08, 2014 meetings were included in the meeting packet. Chair Brothers called for any corrections or amendments to the minutes.

**ACTION TAKEN:** A motion was made by Stan Brooks to approve May 08, 2014 meeting minutes as submitted, second by Trent Acker. The motion carried unanimously.

**III. DEW Proposal Update & Discussion**

Chair Brothers opened the floor for discussion referring to email communication between the Executive Committee and Jennifer Kelly. DEW committed to 6 months (July 1, 2014 – December 31, 2014) to keeping the staffing levels as they currently are and has proposed a UI pilot project, for all three counties, to drive UI traffic to the centers for Wagner-Peyser services and REA claims reviews.

Trent Acker voiced concern regarding financial &/or manpower impact as well as a time limit imposed with the 6 months deal with both DEW and TCTC. Ronnie Booth stated he

would refrain from discussion and vote but stated there will need to be a review and lead time given for TCTC's planning purposes for those buildings/offices.

Chair Brothers stated a vote was needed to accept or decline DEW's proposal as outlined from Steve Pelissier's meeting with Cheryl Stanton for the following:

- To keep DEW staffing at current levels thru December 31, 2014;
- Move forward on the DEW pilot program for UI services that will allow DEW staff to see UI traffic in the Centers for the purpose of reviewing claims in-person and providing Wagner-Peyser services;
- Allow WorkLink staff to appoint a team to work with DEW on the UI pilot project.

Committee members discussed in depth and agreed to accept the proposal as outlined by Steve's email communication following the meeting with Cheryl Stanton.

**ACTION TAKEN:** A motion was made by Trent Acker to accept DEW's proposal as outlined by Chair Brothers, second by Richard Blackwell. Ronnie Booth abstained from vote. Motion carried with a majority vote.

Chair Brothers stated discussion and a possible vote were needed regarding an Outreach ad hoc Committee for PY'14. Ms. Kelly provided a brief explanation on the need for an Outreach ad hoc Committee as discussed at the Workforce Skills & Education Committee meeting. Recommendations were made for the following individuals to be included on this committee:

Jennifer Campbell - Henkels & McCoy  
Grey Parks - DEW  
Kevin Steele -Tri County Technical College

Committee members were in agreement that no vote was needed on this item stating the Outreach ad hoc Committee will not be an official ad hoc committee of the Board but will channel thru the Workforce Skills & Education Committee and the chair of WSEC can appoint ad hoc members as needed.

Chair Brothers informed Committee members of the hours of operation for PY'14 and called for discussions on the hours & days of operation for the Comprehensive Center and Satellite Centers. Following discussion, Committee members agreed on the days & hours of operation as follows:

- Comprehensive Center in Clemson and the Satellite Centers in Anderson and Seneca will maintain current hours of operation of 8:30am – 5:00pm, Monday thru Friday.
- Easley Center will maintain their current hours and days of operation of 8:30am – 5:00pm, Monday thru Thursday.
- Matt Fields will communicate with the Mayor of Honea Path to ensure there are no issues with setting this location up as an Access Point going forward.

Ms. Kelly reported the next steps will be to move forward with negotiating with TCTC about the MOA's stating she has reached out to Brian Swords to get on his schedule to

discuss MOA's as well as the next steps for moving the signs. Dr. Swords communicated that he preferred to wait until the outcome of the discussions from this meeting to move forward.

#### IV. PY'13 Budget

- a) **Henkels & McCoy PY'13 Grant Expenditure Review**  
Brandi Runion referred to page 18 of the meeting packet stating these are the expenditures through April 2014. As it stands, Henkels & McCoy has spent 69.29% of this budget out of a goal of 75%. Following the last monthly meeting, Henkels & McCoy has suggested a de-obligation modification.
  
- b) **Henkels & McCoy PY'13 Grant Modification Request #4**  
Ms. Runion reported Modification Request #4 for de-obligating \$69,777 has been presented and approved from the WSEC and Finance Committees as an outcome of the most recent monthly meeting her and Ms. Kelly had with Henkels & McCoy. Ms. Runion referred to page 19 which shows the updated expenditures with the Modification #4 budget reflected showing an expenditure rate of 72.58% out of a goal of 75%. Ms. Runion referred to pages 20-23 for details of the Modification Request and deferred to Mr. Kunkel to provide explanation.

**ACTION TAKEN: Ronnie Booth made a motion to accept and approve the budget modification as presented, second by Stan Brooks. Motion carried with a unanimous vote.**

#### V. PY'14 Budget

- a) **PY'14 Allocations from SCDEW**  
Ms. Runion referred to page 24 which is an analysis of the overall allocations for PY'14 for all 12 areas in SC stating overall WorkLink received a decrease of 5.24%.
  
- b) **PY'14 WorkLink In-House Budget Transfer Request (*Transfer 50% of Program DW Funds to Program Adult Funds*)**  
Ms. Runion referred to the projected PY'14 In-House budget on page 25 stating currently we can transfer up to 50% of our Dislocated Worker funds to the Adult funds adding the amount would be \$325,258 for PY'14. We have a motion from Finance Committee to approve this transfer.

**ACTION TAKEN: A motion from Finance Committee to accept and approve the transfer of funds as presented, second by Trent Acker. Motion carried with a unanimous vote.**

- c) **PY'14 WorkLink In-House Budget Proposal**  
Ms. Runion continued with the PY'14 WorkLink in house budget on page 25 providing an overview of the obligations and in-house expenses stating the Budget Negotiation Committees, WSEC, Youth Council and Finance Committee have all approved the budget.

**ACTION TAKEN:** A motion from Finance Committee to accept and approve the PY'14 WorkLink in-house budget as presented, second by Stan Brooks. Motion carried with a unanimous vote.

d) Henkels & McCoy PY'14 Adult/DW Grant

Ms. Runion referred to pages 26-31 which is the Henkels & McCoy PY'14 Adult/DW budget in the amount of \$1,450,000 which has been approved by the Negotiations Committee, WSEC, and Finance Committee bringing attention to page 30 which is a comparison of the PY'14 budget to the PY'13 modification that was just approved.

Ms. Runion deferred to Mr. Kunkel to provide an explanation of the changes and updates for the PY'14 budget as listed on pages 30-31. Ms. Runion pointed out that is serving the same number of participants as was served in PY'13.

Dr. Booth raised a concern regarding the bill that is before congress stating that if it passes the bill will have impacts on our PY'15 budget. Mr. Kunkel responded stating it depends on the number of changes and how quickly those are enforced to know what impact it will have on states and the local areas adding there would be some sort of phase-in term. Ms. Kelly responded stating in the RFP, she made sure to state that if there are any changes to the legislation or the law, those would have to be taken into account and discussions would be warranted.

**ACTION TAKEN:** A motion from Finance Committee to accept and approve the PY'14 Adult/DW budget as presented for a total of \$1,450,000, second by Stan Brooks. Motion carried with a unanimous vote.

e) Henkels & McCoy PY'14 Youth Grant

Ms. Runion stated the \$800,000 for the total amount of the budget has been approved. Ms. Runion referred to pages 36 which is a comparison of the PY'13 budget and the PY'14 budget being presented and deferred to Mr. Kunkel for overview.

Mr. Kunkel provided an overview and explanation of the details of the budget as listed on pages 36-37 and pointed out they will be serving an additional 10 participants in this budget.

**ACTION TAKEN:** A motion from Finance Committee to accept and approve the PY'14 Youth budget as presented for a total of \$800,000, second by Stan Brooks. Motion carried with a unanimous vote.

**VI. WorkLink Office Water Damage Update**

Ms. Kelly provided an update stating on Sunday, May 11, 2014 Windy Graham arrived at the office to discover a water leak originating from the women's bathroom in the WorkLink hallway. Patty Manley, Matt Fields, and Brandi Runion arrived shortly after receiving the message to begin the clean-up process with Servpro. Ms. Kelly notified

Steve Pelissier and Chair Brothers of the water leak and clean-up process the same evening. Don Zimmer, ACOG, contacted the insurance policy holder to begin the claims process on Monday, May 12, 2014; we were told that our policy would cover everything but a \$1,000 deductible. Servpro asked to cut into the walls to continue drying out the hallway, but was asked to wait until a claims adjuster had been on-site. Mr. Zimmer continued to reach out to the claims policyholder to schedule a visit from the adjuster. The adjuster arrived on Wednesday, May 21, 2014 and assessed the damage; Mr. Zimmer gave approval for the sheetrock to be cut away as it was retaining water due to insulation in the walls. Two small patches of mold were discovered and removed immediately. At that time, the insurance policyholder stated that we had a policy that covered "contents only" as opposed to the original understanding of "sheetrock in." The lease that we hold with Trehel states that we pay a portion of the insurance to Trehel for "studs out." Therefore, there was a gap in our coverage. Mr. Zimmer has since rectified the coverage to insure "sheet rock in" for up to \$350,000 and is pursuing the cost of the remediation to be covered by our insurance. Ms. Kelly reported the contents will be covered; however, the cost of the restoration (sheetrock cut away) will need to be covered and is unsure who will be covering this cost at this time.

Mr. Pelissier provided a brief explanation regarding his and Don Zimmer's communications with their contact at the Insurance Reserve Fund and is awaiting response from them. Mr. Pelissier stated that when an invoice is received from Servpro they will pay the invoice and added that they are looking into what may have caused the water leak as well as looking to determine the exact type of coverage the building owner has because we have learned that as part of the monthly lease we are paying, a percentage of the insurance premium as well as a portion of the taxes is included in that monthly rent.

Patty Manley reported she has reached out to Trehel to see if they are interested in quoting the restoration work since it is their building and is waiting on a response from either Will Huss or Neal Workman and confirmed that RSS Construction is scheduled to be onsite 5/29/14. Ms. Manley stated suggestions from anyone with suggestion(s) as to who could be contacted for a third quote would be appreciated.

**VII. Executive Director Search Update**

Chair Brothers moved ahead to Other Business.

**VIII. Other Business**

Chair Brothers called for other business and Ronnie Booth requested the committee enter in to Executive Session.

**IX. Adjournment**

Following Executive Session, Burriss Nelson made a motion to adjourn, second by Stan Brooks. Meeting adjourned.

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*Respectfully submitted by: Patty Manley, Office Manager*

**WORKFORCE INVESTMENT BOARD  
EXECUTIVE COMMITTEE MEETING  
September 8, 2014 – 9:00am  
Conference Call**

**Members Present (all via phone):**

Danny Brothers                                      Burriss Nelson                      David Collins  
Richard Blackwell                                  Robert Halfacre

**Members Absent:**

Ronnie Booth

**Staff Present:**

Trent Acker

**Guests:**

None

**I. Call to Order**

Chair Danny Brothers called the meeting to order.

**II. Executive Session**

As the call was scheduled to discuss a personnel matter, Mr. Brothers asked that the call continue in Executive Session.

**III. Adjournment**

Following Executive Session, Burriss Nelson made a motion to adjourn seconded by Richard Blackwell. Meeting adjourned.

*Respectfully submitted by: Trent Acker, Executive Director*

Strategic Plan RFP Analysis

	AHA	H&M	T P Miller
Offer's Qualifications (Max 30)	30	21.8	27.4
Statement of Work (Max 30)	30	25	28
Budget/Cost (Max 30)	29	30	24.6
RFP Responsiveness (Max 10)	10	8.6	9.6
<b>TOTAL</b>	<b>99</b>	<b>85.4</b>	<b>89.6</b>
<b>Total Cost</b>	<b>\$ 44,831.00</b>	<b>\$ 35,000.70</b>	<b>\$ 45,250.00</b>

AHA	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Average
Offer's Qualifications (Max 30)	30	30	30	30	30	30
Statement of Work (Max 30)	30	30	30	30	30	30
Budget/Cost (Max 30)	30	30	30	30	25	29
RFP Responsiveness (Max 10)	10	10	10	10	10	10
<b>TOTAL</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>95</b>	<b>99</b>

H&M	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Average
Offer's Qualifications (Max 30)	18	20	25	26	20	22
Statement of Work (Max 30)	30	20	25	30	20	25
Budget/Cost (Max 30)	30	30	30	30	30	30
RFP Responsiveness (Max 10)	10	8	5	10	10	9
<b>TOTAL</b>	<b>88</b>	<b>78</b>	<b>85</b>	<b>96</b>	<b>80</b>	<b>85</b>

Thomas P Miller	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Average
Offer's Qualifications (Max 30)	30	24	30	28	25	27
Statement of Work (Max 30)	30	25	30	30	25	28
Budget/Cost (Max 30)	28	20	25	30	20	25
RFP Responsiveness (Max 10)	10	10	8	10	10	10
<b>TOTAL</b>	<b>98</b>	<b>79</b>	<b>93</b>	<b>98</b>	<b>80</b>	<b>90</b>



#### 2014 Request for Proposal

#### Scoring Sheet

Name of Request for Proposal \_\_\_\_\_

Name of Proposer \_\_\_\_\_

Proposal Reviewer \_\_\_\_\_

By signing this, you are stating that you have no known conflict of interest associated with this Request for Proposal.

**Instructions:** Please review the requested Scope of Work in the original quote issued. Please use the following criteria to score the proposal. Your score should not be more than the max points.

Criteria	Reviewer's Score
<p><b>Offeror's Qualifications – Max 30 points</b></p> <ol style="list-style-type: none"> <li>1. Does the offeror have background and experience in providing the services required for consultant services as specified in the RFP?</li> <li>2. Are descriptions of three (3) similar projects included?</li> <li>3. Are descriptions of the three (3) projects indicative of the offeror's ability to provide consultant services as outlined in the RFP?</li> <li>4. Are resumes of proposed staff included?</li> <li>5. Does proposed staff have the appropriate education and/or experience to provide consultant services specified in the RFP?</li> </ol>	
<p><b>Statement of Work Considerations – Max 30 points</b></p> <ol style="list-style-type: none"> <li>1. Does offeror's statement of work submitted demonstrate an understanding of the State Workforce Investment Board Standards and their application to local workforce investment boards?</li> <li>2. Does offeror address minimum elements of strategic planning process as listed in the RFP?</li> <li>3. Does offeror include minimum elements of the development of the strategic plan as listed in the RFP?</li> <li>4. Does offeror provide a timeline for completion of the project by December 31, 2014?</li> </ol>	
<p><b>Budget/Cost Considerations – Max 30 points</b></p> <ol style="list-style-type: none"> <li>1. Are costs reasonable in terms of the activities to be provided and the performance outcomes to be achieved?</li> <li>2. Was the budget detailed and accompanied by a budget narrative?</li> </ol>	
<p><b>RFP Responsiveness – Max 10 points</b></p> <ol style="list-style-type: none"> <li>1. Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?</li> <li>2. Is the response complete with the items requested?</li> <li>3. Is the proposal clear and concise?</li> </ol>	
<p><b>GRAND TOTAL – Max 100 points</b></p>	

## Common Structures

- The WIB is incorporated. Staff support provided by a local unit of government.
- WIB is incorporated and hires own staff to conduct operations and fundraising.
- The WIB is not incorporated and incorporates a separate entity to conduct its staffing, operations, and fundraising.
- WIB incorporates another entity for fundraising purposes only.
- WIB is incorporated or has an incorporated operating arm and the government entity remains the fiscal agent.

Options

1 Operator + Ad/DW Program and all associated services

2 Operator

Ad Program

DW Program

3 Operator

ANY COMBINATION

Eligibility Determination

Assessment

Intensive Services

Training Coordination

OJT Contract Writer

Follow-Up Services

Past Set-Ups

1 ESC

Operator

Eligibility Determination

OJT Contract Writer

Assessment

Intensive Services

Training Coordination

Follow-Up Services

PY2007-2009

Operator

Eligibility Determination

OJT Contract Writer

Assessment

Intensive Services

Training Coordination

Follow-Up Services

PY2010-2011

Operator

Eligibility Determination

Assessment

Intensive Services

Training Coordination

Follow-Up Services

OJT Contract Writer

PY2012-2014

Operator

Eligibility Determination

Assessment

Intensive Services

Training Coordination

OJT Contract Writer

Follow-Up Services

1 ResCare

1 H&M

2 In-House

2 In-House

OJT Contract Writer

OJT Contract Writer

OJT Contract Writer

OJT Contract Writer

**WorkLink SC Works Centers  
Resource Sharing Agreement (RSA)  
July 1, 2014 – June 30, 2015  
(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) and the Appalachian Regional Council of Governments (COG), 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 the COG and DEW.
- b. The **WorkLink WIB** is the designated and certified Workforce Investment Board for the **WorkLink Workforce Investment Area**. The Operator is **Henkels & McCoy, Inc.**, competitively procured and selected by the WIB.
- c. The Partners are the various organizations identified in the MOU who, by virtue of their Partner status, have agreed to enter into and abide by Partner specific RSA's.

**III. COMMITMENTS**

- a. The **Appalachian COG**, representing SC Works in **Anderson, Oconee, and Pickens counties**, agrees to provide the following SC Works Host Facilities:
  - **SC Works Clemson Center (Comprehensive Center)**  
1372 Tiger Blvd., Suite 102  
Clemson, SC 29631
  - **SC Works Anderson Center (Satellite Center)**  
QuickJobs Development Center  
Anderson Campus  
Tri-County Technical College  
512 Michelin Blvd.  
Anderson, SC
  - **SC Works Seneca Center (Satellite Center)**  
QuickJobs Development Center  
Hamilton Career Center  
100 Vocational Drive  
Seneca, SC
  - **SC Works Easley Center (Satellite Center)**  
QuickJobs Development Center  
Easley Campus  
Tri-County Technical College  
1774 Powdersville Road  
Easley, SC

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

b. SCWorks in Anderson, Oconee, and Pickens counties agree to contribute to the delivery of the following services in the WorkLink 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
- Fax/Phone Access and Postage
- 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
- Share and participate in training opportunities for all SC Works staff in the WorkLink region

c. COG and DEW (hereinafter collectively "The Parties.") can expect to derive the following benefit from the SC Works system in the WorkLink region:

- Resources for customers needing assistance with Career Counseling, Literacy, GED, Occupational Training, and other community services.

#### 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 Cost Allocation spreadsheet. The manner in which these resources will be provided are contained in Attachment A "Resource Sharing Agreement – Department of Employment and Workforce" to this RSA.

#### V. IDENTIFICATION OF SHARED COSTS

The costs identified as shared costs are reflected in the budget document shown as Attachment B "WorkLink Cost Allocation Plan" to this RSA. The costs are incurred by partners in the provision of customer services through the One-Stop Delivery system.

**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 & Management Costs shall be borne by those Partners who deliver services through the SC Works Centers in the WorkLink region. Such costs shall be allocated on the basis of a Partner's Total Full-Time Staff (those working 30 hours or more per week) assigned to and working within SC Works Centers requiring a regular working space that may consist of an office or desk or other dedicated work space. (For partners with funding

limitations, in-kind allocations are acceptable). The Appalachian COG 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.

**Maintenance Costs.** Maintenance and Facility Operations costs include the following unless otherwise noted: Utilities, Landscaping, Janitorial and Cleaning Maintenance, Routine Building Maintenance and Repairs, Telephone Services, Pest Control, Equipment Rent, Equipment Expenses and Security/Security Guard.

**Network Administration & Public Access Support.** DEW's Division of Information Technology (DoIT) supports several different configurations of PCs used in SC Works Centers. Those configurations include:

- DEW Staff PCs
- Non-DEW Staff PCs
- Public Access PCs (formerly referred to as "kiosks")
- Classroom PCs (also referred to as "Learning Resource PCs")
- ADA PCs (Americans with Disabilities Act)

DEW Staff PCs basic configuration includes Microsoft Windows XP or Windows 7, Microsoft Office Standard (Microsoft Word, Excel, PowerPoint and Outlook), and Kaspersky Anti-virus. At the discretion of DoIT and DoIT Security, other applications, components or features may be installed and supported by DoIT based on business requirements. (Examples include Instant Messaging, webcams, Video Telepresence software, GoTo Meeting services, etc.)

WorkLink WIB chooses not to engage in any of the offered IT support services from SC DEW. In Program Year 2014 SC DEW is provided internet service by the Operator, Henkels & McCoy, Inc. with a static IP Address to support the VPN secure connectivity required by SC DEW. SC DEW supports only computers and software of SC DEW Employees.

## VI. PROPORTIONATE SHARE

The Workforce Investment Act and its implementing regulations establish, as a starting point, the expectation that one-stop partners will share proportionately in the cost of the one-stop system. Therefore, to the extent applicable, costs will be shared based on the FTE 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 proportionate share may be adjusted following each quarter but within the first month of the quarter. Adjustments must be shown on the attached form. Quarterly staffing counts will be reconciled and submitted to DEW along with invoices for payment. Staffing counts should be based on the last business day of the quarter and the addendum must be submitted by both parties within 10 business days of the end of the quarter. In the event that a position becomes vacant or filled during the quarter, the FTE calculation as shown below will be applied to that position and included in the final count:

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The total number of compensable hours worked by position \_\_\_\_\_ = FTE  
Total number of compensable hours available for that position during the quarter

Annual leave, sick leave, compensatory time off and other approved leave categories are considered "hours worked" for purposes of defining full-time equivalent employment, and should be included in "the total number of compensable hours worked by position." 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 addendum to the original agreement.

#### VII. BENEFITS ANALYSIS RELATIVE TO SHARED COSTS

##### a. Front Desk Staff/Intake

Front desk staff/intake is responsible for the coordination of traffic flow of customers seeking assistance from any Center partner. For Program Year 2014, DEW will be the employer of a front desk staff/intake coordinator in the comprehensive center who will lead this functional area. The WorkLink WIB staff or its Operator reserves the ability to be involved in the training process for the position as this it requires familiarity with DEW and all partner services in the comprehensive center.

#### VIII. FACILITY HOSTS AND PROPERTY ASSUMPTIONS

- a. 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, 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.
- b. The WorkLink WIB/Administrative Entity, or through its contracted service provider, if applicable, is the facility host for the Anderson, Oconee, and Pickens county facilities. The costs associated with the rent, operation and maintenance of the facilities named above shall be included in this agreement budget. Please refer to Attachment B "WorkLink Cost Allocation Plan."

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

- a. *Contractors & Quotes.* Contractors, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by the WorkLink WIB/Administrative Entity Staff 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/Facility Host 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.

*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.

Current repair needs under \$2500.00 will be assessed by local management and procured by the process specific to that entity.

- b. *Related Cost Limits.* Any contracted service for which the anticipated expense will exceed \$2500.00 must be mutually agreed upon prior to execution of work. Failure by either the WorkLink WIB/Administrative Entity or DEW to adhere to this standard may result in disputed charges and a refusal to remit payment. Additionally, any party must consult with DEW prior to committing to a contractual obligation that would involve DEW funds.

X. RECONCILIATION OF SHARED COSTS

- a. The WorkLink WIB in coordination with Henkels & McCoy, Inc. (Operator) shall be responsible for reconciling and invoicing respective costs under this agreement as it relates to the Anderson, Oconee, and Pickens county facilities. The WorkLink WIB should submit invoices 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 FTE proportionate share methodology shall be determined by the Party's FTE proportionate share ratio formula. The Party's FTE proportionate share ratio formula shall be based on the number of full-time employees in the facility.

The Parties understand that the FTE proportionate share may be adjusted following each quarter but within the first month of the quarter. Adjustments must be shown on the attached form. Quarterly staffing counts will be reconciled and submitted to DEW along with invoices for payment. Staffing counts should be based on the last business day of the quarter and the addendum must be submitted by both parties within 10 business days of the end of the quarter. In the event that a position becomes vacant or filled during the quarter, the FTE calculation as shown below will be applied to that position and included in the final count:

$$\frac{\text{The total number of compensable hours worked by position}}{\text{Total number of compensable hours available for that position during the quarter}} = \text{FTE}$$

Annual leave, sick leave, compensatory time off and other approved leave categories are considered "hours worked" for purposes of defining full-time equivalent employment, and should be included in "the total number of compensable hours worked by position." 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 addendum to the original agreement.

- 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 (15) days from receipt of the reconciliation to submit a dispute.



**XI. 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 Investment Board within 30 days, who shall place the dispute upon the agenda of a regular or special meeting of the WIB or Committee designated by the Chair. The WIB or Designated Committee of the WIB 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 LWIB 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 MOA/RSA Team in attempt to mediate and resolve the dispute. The DEW MOA/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.

**XII. PROPERTY INSURANCE**

The facility host shall obtain and hold appropriate and sufficient property insurance as the lessor of the Clemson SC Works facility. Each partner will be responsible for insuring their own contents.

Reference Insurance Policies for DEW (more specifically “Tort Liability” and “Building Insurance” Coverage).

**XIII. NON-DEW FACILITY HOST- FACILITIES USAGE AGREEMENT**

- a. The specific purpose of this agreement is to provide a method for the COG to provide a Facilities Usage Agreement with DEW and to provide a method of payment for the use of the subject property.
- b. DEW and COG understand and agree to the terms of this agreement. DEW certifies that it is financially responsible to the WorkLink WIB/Administrative Entity 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.

The real property affected by this agreement is located at:

- a. SC Works Clemson Center (Comprehensive Center)  
1372 Tiger Blvd., Suite 102  
Clemson, SC
- b. SC Works Anderson Center (Satellite Center)  
QuickJobs Development Center  
Anderson Campus  
Tri-County Technical College  
512 Michelin Blvd.  
Anderson, SC

- c. SC Works Seneca Center (Satellite Center)  
QuickJobs Development Center  
Hamilton Career Center  
100 Vocational Drive  
Seneca, SC
  - d. SC Works Easley Center (Satellite Center)  
QuickJobs Development Center  
Easley Campus  
Tri-County Technical College  
1774 Powdersville Road  
Easley, SC
- c. DEW and WorkLink WIB/Administrative Entity shall have the right to terminate or modify this agreement by following the terms of sections three (3) and nine (9).
- 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 not limited to the following:
- Lease/Rent
  - Utilities
  - Landscaping
  - Janitorial and cleaning maintenance
  - Building maintenance and repairs
  - Equipment rent
  - Equipment expenses
  - Security/Security Guard
  - Telephone Services
  - Pest Control
- e. DEW shall be responsible to pay the FTE proportionate share of the quarterly facility costs for the real property listed above in letter "b," within thirty (30) days upon receipt of an invoice from the WIB/Administrative Entity. WorkLink WIB/Administrative Entity will provide an invoice following each quarter to reflect actual expenses and DEW's FTE proportionate share. It is agreed that the proportionate share methodology shall be determined by the partner FTE proportionate share ratio formula. The partner proportionate share ratio formula shall be based on the number of full-time employees in the facility.
- f. The Parties understand that the FTE proportionate share may be adjusted following each quarter but within the first month of the quarter. Adjustments must be shown on the attached form. Quarterly staffing counts will be reconciled and submitted to DEW along with invoices for payment. Staffing counts should be based on the last business day of the quarter and the addendum must be submitted by both parties within 10 business days of the end of the quarter. In the event that a position becomes vacant or filled during the quarter, the FTE calculation as shown below will be applied to that position and included in the final count:

The total number of compensable hours worked by position \_\_\_\_\_ = FTE  
Total number of compensable hours available for that position during the quarter

Annual leave, sick leave, compensatory time off and other approved leave categories are considered "hours worked" for purposes of defining full-time equivalent employment, and should be included in "the total number of compensable hours worked by position." 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 addendum to the original agreement.

- g. Effective July 1, 2014, the proportionate share for the SC Works Centers in Anderson, Oconee, and Pickens counties will be reported quarterly with invoices.

#### XV. NON-DEW FACILITY HOST-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 \$2,500 and below, the SC Works Operator and the DEW Regional Manager must approve all expenses prior to the execution of work. For bids between \$2,501 and \$9,999, the WorkLink WIB/Administrator should establish a "fair and reasonable" price for these repairs by obtaining three (3) or more written quotations, proposals, or bids as appropriate. The SC Works Operator and the DEW Regional Manager must approve all expenses prior to execution of work.
- b. For bids between \$10,000 and \$15,000, the DEW Administration, Support and Operations department must be contacted prior to obtaining further bids as there are certain procurement laws that must be followed with the state Budget and Control Board in order for DEW to share in the cost.
- c. For bids of \$15,001 or more, the DEW Administration, Support and Operations department must be contacted prior to obtaining further bids as there are certain procurement laws that must be followed with the state Budget and Control Board in order for DEW to share in the cost.

#### XVI. 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.
- 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 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. 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 designated WorkLink WIB/Administrative Entity 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.

#### XVII. 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:

SC Works Center: SC Works WorkLink, Clemson Comprehensive Employment Center

Name: Brandi Runion, Finance Director  
Address: 1376 Tiger Blvd, Suite 102, Clemson, SC 29631  
Phone: 864-646-1827  
Fax: 864-646-2814  
E-Mail: brunion@worklinkweb.com

DEW: Support Operations Manager

Name: Abby Linden  
Address: 1550 Gadsden Street Columbia, SC 29202  
Phone: 803-737-3198  
Fax: 803-737-2832  
E-Mail: alinden@dew.sc.gov

#### XVIII. MODIFICATION

The partners 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, if necessary, 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.

**XIX. TERMINATION**

Withdrawal from the agreement requires ninety 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 Agency, in the exercise of reasonable administrative discretion, to meet its payment obligations under the MOU or Resources 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.

**XX. DURATION OF AGREEMENT**

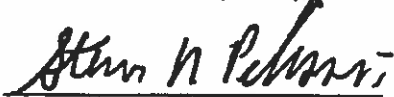
This agreement shall be in effect July 1, 2014 through June 30, 2015 regardless of signature dates and remains in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA) or in accordance with this section.

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

SC Works partners may withdraw, from this agreement, at the conclusion of any program year, by giving written notice, of their withdrawal, to the SC Works Operator or to the WorkLink WIB/Administrative Entity 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 Operator or the WorkLink WIB/Administrative Entity among the remaining partners. Should any party to the agreement withdraw, the agreement 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:



Name: Steven R. Pelissier

Executive Director of SCACOG

9/26/14

Date

Approved and Accepted by:




Cheryl M. Stanton

Executive Director of DEW



Date



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