

**City of Greensboro and Workforce
Development Board
Partner Cost Sharing Agreement
For Greensboro NC Works Career Center**

I. Purpose

This Cost Sharing Agreement (**CSA**) is entered into on the **TBD** day of **TBD**, 2015 by and between the City of Greensboro on behalf of the Greensboro/High Point/Guilford County Workforce Development Board (**City of Greensboro/WDB**) and the NC Department of Commerce, Division of Workforce Solutions (**DWS**), collectively referred to as **Partners**. The CSA provides the framework and the specifics relating to sharing costs applicable to the operation of the Greensboro NCWorks Career Center located at 2301 West Meadowview Road, Greensboro NC 27407.

II. Duration of Agreement and Modifications

This agreement shall be in effect for the period of _____ through _____ [five years]_____. The Partners recognize that modifications to the CSA may be necessary during the period of performance. Any party may make a written request for modification. In order to be valid, any modification to the CSA must be in writing and executed in compliance with the signatory process required by each of the Partners at the time of modification.

III. Termination

The CSA may be terminated for cause by the City of Greensboro/WDB at any time for failure to comply substantially with the terms of the CSA, to provide quality of service required, to follow center guidelines and policies, or to meet the specified cost sharing agreement outlined in this CSA under section V. Before final termination is expressed, the City of Greensboro/ WDB will issue a “letter of intent to terminate” with required corrective actions and timelines to the DWS contact identified in Section VII. In general, DWS will be required to meet all corrective actions in 30 days. If termination is required, the termination shall be accomplished by notice in writing (termination letter) and mailed or delivered to DWS. DWS will be responsible for all cost sharing obligations up to the termination date identified in the termination letter.

IV. Relationship of Partners

Both parties are independent entities that are jointly providing services under an Integrated Service Delivery System (**ISD**). Each Partner represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement.

All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that each Partner will obey all State, Federal, and Local Government, statutes, and rules and regulations that are applicable to provisions of the services identified herein.

V. Cost Sharing Plan

Outlined below is the cost allocation plan for sharing costs between the WDB and DWS. Attachment A to this Agreement includes estimated amount of expenditures for Year 1 of the Agreement for each of the Partners, including direct payments and in-kind cost.

1. The City of Greensboro/WDB (WDB) will provide all cost related to the leasing of space located at the Greensboro NC Works Career Center. Those costs will include the following:
 - a. Rent paid to the landlord, Security National, on a monthly basis pursuant to a ten year lease consistent with the duration of this CSA. Rent includes the following services available to both Partners.
 - Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
 - Maintenance of common areas, both inside and outside
 - Trash disposal, both inside and outside
 - All utilities
 - Janitorial services and supplies.
 - Adequate parking for staff and visitors.
 - Accessibility for persons with disabilities, including access into the premises from the parking areas (where applicable), access into the premises via any common areas of the building and access to a restroom suitable for use by disabled persons.
 - Fire or safety inspection fees.
 - Access cards for all employees located in the center, as applicable
 - General security for the grounds and building, not to include a full-time presence of security guard inside the premises
 - Access to the building during normal or expanded business operating hours (access to DWS staff beyond business hours will be granted as necessary)
 - A cubicle or closed office for each staff person from WDB and DWS and for other partner agencies/volunteer staff as available – actual office locations to be mutually determined by the Partners
 - Access to all shared spaces/common areas in the building; common spaces will be scheduled for usage by the Center Manager or designee and will be available on a regularly scheduled basis or first-come, first-serve as appropriate and agreed upon
 - b. Computer and telephone equipment and access for City of Greensboro/WDB staff located in the WDB offices on the second floor
 - c. Management of the physical aspects of the property in coordination with the building landlord
2. The Division of Workforce Solutions (DWS) will provide the following in-kind services and

costs for operation of the Integrated Service Delivery system at the Greensboro NC Works Career Center at no cost to the WDB or any of its additional partners. This includes, but is not limited to:

- a. Computers with internet access and state network access (as applicable) for all staff providing services in the Center. This includes maintenance and helpdesk support for all hardware and software, as well as periodic upgrades of equipment per state standards
 - b. Computers with internet access for public use in resource room locations, classrooms and other spaces utilized by the public. This includes maintenance and helpdesk support for all hardware and software, as well as periodic upgrades of equipment per state standards
 - c. Hard-wired and wifi access for both staff and public in all areas of the building
 - d. Shared network multi-function printer/copier/scanners accessible to all staff and the public on the common network(s)
 - e. Telephone equipment and service for all staff providing services in the Center, including required maintenance costs and functionality upgrades
 - f. All office supplies for Wagner-Peyser and WIA-funded partners and volunteers delivering services to job-seekers or employers through the ISD system
 - g. Office supplies and equipment for the public, including copy paper, resume paper, writing utensils, fax access and other supplies as deemed necessary or reasonable in an ISD system.
 - h. Full-time security officer for all hours that the Center is open to the public
 - i. Alarm system and monitoring
3. An inventory will be taken of equipment/furnishings currently in use in the locations on Raleigh Street, Elm-Eugene Street and Centerview Drive that are now being operated by the Partners. The inventory will be followed by a confirmation of items to be transferred to the new facility no later than **July 31, 2015**, made by the Integrated Services Leadership Team, comprised of management level staff from both of the Partners. At that time, a mutual decision will be reached as to how additional furniture or furnishings shall be procured to fill in the gaps.

VI. Partner Contacts

The individuals identified below are the primary contacts for each Partner to this Agreement for purposes of questions or conflicts relating to the specifics of this CSA.

1. WDB Contact

Name: Steve Jones
Title: Assistant Director
Address: 303 N. Raleigh Street, Greensboro NC
Telephone: 336-373-3001
E-Mail: steve.jones@greensboro-nc.gov

2. DWS Contact [needs to be identified]

Name:

Title:

Address:

Telephone:

E-Mail:

VII. INSURANCE REQUIREMENTS

DWS shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by the City of Greensboro/WDB.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability assumed within the indemnity section of this agreement.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, DWS agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. DWS shall provide a Certificate of Insurance annually to the City of Greensboro/WDB indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the City of Greensboro/WDB. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by the City of Greensboro/WDB.

DWS shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the City of Greensboro/WDB and for three years subsequent for any claims made coverage.

If DWS does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to the City of Greensboro/WDB may be considered.

VIII. INDEMNIFICATION

Partner agrees to defend, indemnify, and hold harmless the City of Greensboro/WDB, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of DWS, except to the extent same are caused by the negligence or willful misconduct of the City of Greensboro/WDB. It is the intent of this section to require DWS to indemnify the City of Greensboro/WDB to the extent permitted under North Carolina law.

IX. NO WAIVER OF SOVEREIGN IMMUNITY

The City of Greensboro/WDB and DWS agree that nothing in this Agreement shall be construed to mandate purchase of insurance by the City of Greensboro/WDB pursuant to N.C.G.S. 153A-435; or to in any other way waive the City of Greensboro/WDB'S defense of sovereign or governmental immunity from any cause of action alleged or brought against the City of Greensboro/WDB for any reason if otherwise available as a matter of law.

X. NON-ASSIGNMENT

Partner shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the City of Greensboro/WDB.

XI. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties.

XII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Cost Sharing Agreement as of the day and year first above written.

DIVISION OF WORKFORCE SOLUTIONS:

Approved by: _____

William H. Collins, NCWorks Executive Director

Attested by: _____

CITY OF GREENSBORO:

Recommended by: _____

Lillian Plummer, Executive Director, Office of Workforce Development

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act:

DEPUTY FINANCE OFFICER

Approved as to Form: _____

CHIEF DEPUTY CITY ATTORNEY

Approved: _____

CITY MANAGER

Attested: _____ Date: _____

CITY CLERK

ATTACHMENT 1

VALUE OF RESPECTIVE PARTNER COST ALLOCATION FOR YEAR 1 OF THIS AGREEMENT (dates TBD)

ALLOCATION ELEMENT	PROVIDED BY	COST PER UNIT	NUMBER OF UNITS	ANNUAL VALUE
Rent for non-WDB staff portion of the building ¹	WDB	\$28,424/month x 75% = \$21,318	12	\$255,816
SUBTOTAL FOR WDB				\$255,816
Staff Computers	DWS	\$75/month x 12 = \$900 annually	53	\$47,700
Public Computers	DWS	\$75/month x 12 = \$900 annually	66	\$59,400
State ITS Charges	DWS	\$1,430	12	\$17,160
State ITS Initial Wiring & Related Costs	DWS	\$43,985	1	\$43,985
Wifi Expense	DWS	\$250/month	12	\$3,000
MFP (printer/copier/scanner)	DWS	\$10,000	2	\$20,000
Telephone System	DWS	Initial purchase and monthly charges	1	\$25,636
Office Supplies for Staff & Public	DWS	\$3,900	12	\$46,800
Security Guard	DWS	\$2,500/month	12	\$30,000
Alarm System and monitoring	DWS	\$1500 initial and \$75/month	12	\$2,400
SUBTOTAL FOR DWS				\$296,319

Annual expenses for DWS, after first year costs are anticipated to be about **\$235,000** since initial wiring and telephone systems expenses are one-time only.

¹ Monthly rent per the lease agreement is \$28,424. WDB staff will occupy approximately 25% of the building, so the shared cost for center operations is calculated at 75% of the rent. WDB supplies, computers and telephone services are not considered part of the cost sharing agreement and are paid directly by the WDB.