A. **Statement of Intent**

The Spokane workforce system, consisting of the Spokane Workforce Council (SWC), one comprehensive American Job Center (WorkSource Spokane), one affiliate site (Next Generation Zone), 19 connection sites (WorkSource System), one specialized site (Fairchild Air Force Base) and a network of community partners, is committed to providing effective, accessible and high-quality career, talent pipeline development, and skills acquisition services for all individuals and businesses in the Spokane County region. As business needs change quickly, it is critical that these partners are nimble and capable of anticipating workforce changes, particularly as modern labor markets are dynamic and influenced by global trends and new technologies.

With the passage of the Workforce Innovation and Opportunity Act of 2014 (WIOA), the programs and partners that constitute the region’s workforce system have an opportunity to create and expand meaningful partnerships with business, labor, government, education, and nonprofits to improve service delivery and build an infrastructure – the skills super highway for the 21st century – that leads our workers and our businesses to increasing prosperity and long-term stability.

This agreement promotes the ongoing expansion of community partnerships in support of the region’s economic prosperity, while meeting requirements for system partners to provide highly integrated and effective services in the region.

**There are two components to this agreement.** The first is a Community Compact that describes how all those who wish to partner for regional workforce development offerings will interact to create opportunities for job seekers and businesses in the region. The partners invite all those who are interested in supporting the mission, vision and goals of Spokane Workforce System to join the compact.

The second component to this agreement is a federally-required Memorandum of Understanding (MOU), which is a subset of the agreement and describes how the partners at the federally-required American Job Center (WorkSource Spokane) will provide services and share resources through the region’s WorkSource System and how job seekers and business customers are to be served and referred among WorkSource partners (see Attachments A & B). The MOU includes the WorkSource System budget and the required Infrastructure Sharing Agreement (IFA) that shows how the cost of operating the WorkSource System will be shared by the required partners. All signatories to this document agree to
support sections A through D. Section E and the attachments thereof only apply to those who sign onto the MOU.

**B. Vision, Mission, Principles and Goals**

Based on the SWC’s local integrated workforce plan, the Compact establishes the framework for a collaborative and mutually beneficial relationship among those in Spokane County who wish to work together to continually increase access to and awareness of workforce services while reducing redundancy, increasing cost efficiency, and continuously improving services to our customers. Collaboration among workforce program service providers and the integration of services to the fullest extent possible are the priorities of this system.

Signatories to the Compact and the MOU contained within this agreement commit to support the following vision, mission, principles and goals through the design and implementation of responsive services that engage the business community in identifying workforce needs, increase employment, and enhance job/career progression for area workers.

**SWC Vision:  Innovate workforce solutions for the Spokane Region.**

**SWC Mission:  Elevate local workforce efforts with critical insights, researched guidance, innovative funding, and strategic partnership – so that we can cultivate a flourishing Spokane economy and job market together.**

**Spokane WorkSource System Principles:**

- **Integrated** – Think and act as an integrated system of partners that share common goals with services delivered by various organizations with the best capabilities for a seamless customer experience.

- **Accountable** – Committed to high quality customer services with regular program performance review based on shared data and actions that enhance outcomes.

- **Universal Access** – Meet the needs of customers by ensuring that all services and activities are physically, technologically and programmatically accessible to those with barriers to employment, including individuals eligible to receive services; and that the principle of universal design and human centered design are implemented to the greatest extent possible.

- **Continuous Improvement** – Create a delivery system that utilizes feedback from employers and job seekers to challenge the status quo and innovates to drive measurable improvements

- **Partnership** – Align goals, resources, and initiatives with economic development, business, labor and education partners.

- **Regional Strategy** - Work with counterparts to address broader workforce needs of the regional economy and leverage resources to provide a higher quality and level of services.

**Goals for Serving Business Customers**

<table>
<thead>
<tr>
<th>Goal:</th>
<th>Business Engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tactic</strong></td>
<td>Increase employer engagement with the workforce development system.</td>
</tr>
<tr>
<td><strong>Outcomes:</strong></td>
<td>• Improve outreach to employers.</td>
</tr>
</tbody>
</table>
- Engage employers in identifying skill standards and develop training programs that meet their standards.
- Increase industry involvement in work-integrated learning.
- Increase employer investment in workforce training.

**Goal:** Stimulate Job Creation  
**Tactic** Promote economic development by connecting workforce development with job creation and growth.  
**Outcomes:**  
- Provide and market business services to employers.  
- Invest in strategic economic opportunities.  
- Encourage and support entrepreneurship.

### Goals for Serving Workforce Customers/Job Seekers

<table>
<thead>
<tr>
<th>Goal:</th>
<th>Transition to Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tactic</strong></td>
<td>Improve job search and placement services for unemployed and underemployed workers.</td>
</tr>
<tr>
<td><strong>Outcomes:</strong></td>
<td></td>
</tr>
</tbody>
</table>
- Improve the quality and speed of job matching between job seekers and employers with job openings.  
- Make job search and placement assistance more widely known and available. |

**Goal:** Lifelong Learning  
**Tactic** Expand and support learning opportunities for workers at all stages of their education or career paths.  
**Outcomes:**  
- Offer greater career and education guidance for adults.  
- Increase the accessibility of training programs for adult workers and accelerate education and credential attainment and time to completion.  
- Improve training for adult workers with barriers to advancement.

### Goals for Serving Youth Customers

<table>
<thead>
<tr>
<th>Goal:</th>
<th>Understand industry needs for young adults and deliver responsive solutions in order to build effective partnerships</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tactic</strong></td>
<td>Utilize labor market data and employer feedback to deliver a personalized approach to engage young adults with opportunities that exist within their industry.</td>
</tr>
<tr>
<td><strong>Outcomes:</strong></td>
<td></td>
</tr>
</tbody>
</table>
- Create career connections through job shadows, tours, and other opportunities for employer involvement.  
- Promote business internship toolkit to local employers  
- Develop Next Generation Zone Industry Ambassadors to promote and encourage adoption of resources. |

**Goal:** Increase youth awareness of getting a job and identifying a career pathway  
**Tactic** Utilize labor market data and youth feedback to ensure Next Generation Zone programming is meeting the mission of Preparing Tomorrow’s Workforce.  
**Outcomes:**  
- Promote the Passport to Career Success to increase the number of active users.  
- Increase employer involvement and sustain the 21st Century Career Skills Academy.  
- Utilize network of YCRN and SWC Board to help meet program needs.
• Encourage youth to build a relationship with a business leader in their career pathway.
• Continue to partner with Excelerate Success to share career readiness resources county-wide.

<table>
<thead>
<tr>
<th>Goal:</th>
<th>Promote and sustain the Next Generation Zone as the premier career center for Spokane County young adults</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tactic</td>
<td>Develop innovative funding strategies and maintain relationships with existing funders.</td>
</tr>
<tr>
<td>Outcomes:</td>
<td>• Explore a physical expansion of space in the current building.</td>
</tr>
<tr>
<td></td>
<td>• Strategic fundraising and grant writing to bring in private grants.</td>
</tr>
<tr>
<td></td>
<td>• Explore and develop business sponsorship campaign.</td>
</tr>
<tr>
<td></td>
<td>• Deliver timely and high-quality marketing, social media, and public relations materials.</td>
</tr>
<tr>
<td></td>
<td>• Explore any additional partnerships that would improve the service delivery model at the Next Generation Zone.</td>
</tr>
</tbody>
</table>

**C. Community Compact**

In order to meet the vision, mission, and goals described above, all signatories to this agreement commit to work with the SWC and one another to:

• Expand access to the services provided by the WorkSource System.
• Generally know, support and respect the goals of each of the partners to avoid working at cross purposes.
• Identify new opportunities to serve job seekers and businesses.
• Communicate with the SWC and appropriate partners regarding services offered, best practices, and workforce challenges that need to be addressed.
• Look for opportunities to avoid unnecessary duplication.
• Use customer centered/human centered design approaches to customer service.

Community partners interested in becoming part of the Compact, known as Workforce Network Partners, may sign in at any time without impacting the MOU. The compact is considered a living document, meaning partners may join or leave without requiring updating signatures; instead all partners will be notified of changes via email.

Community partners that wish to become engaged in the Workforce System in a more comprehensive way may become party to the MOU using the process outlined below for amending and modifying the MOU. A specific list of party responsibilities is included in Attachment A.

**D. Memorandum of Understanding**

This Memorandum of Understanding (MOU) is agreed to among the required WorkSource Partners and other parties who have chosen to participate. The parties to the MOU have three different levels of responsibility to the regional WorkSource System:

• **Lead responsibility:** The SWC Chief Executive Officer: Signature to this Memorandum of Understanding indicates (1) the organization’s willingness to accept lead responsibility for specific goals identified in this MOU as well as in
the SWC Local Integrated Workforce Plan, and (2) to use their resources to achieve these goals.

- **Authorizing responsibility:** Signature of the local Chief Elected Officials indicates agreement with the goals and activities outlined in the MOU and support for the operations of the local WorkSource system.

- **Operational responsibility:** (1) Signature of the One-Stop Campus Operator indicates agreement to provide the coordination functions delegated to the Operator by the SWC. (2) Signature by the WorkSource Partners indicates their agreement to provide services to job seekers and/or businesses at the Region’s American Job Center sites: WorkSource Spokane, WorkSource Affiliate Sites and WorkSource Connection Sites, in the manner defined in this MOU.

A specific list of party responsibilities is included in Attachment A.

**WorkSource Spokane (American Job Center) Sites**

WorkSource Spokane sites are the American Job Centers for the region. The term “American Job Center” is a national brand for all federally-funded workforce system sites across the country. In Washington State, they are additionally known as WorkSource sites. In Spokane County, all American Job Center sites will follow the brand standards authorized by the SWC and will use the WorkSource Spokane name and logo as well as the “A Proud Partner of the American Job Center Network” text and logo as a common identifier. This applies to the WorkSource locations listed in this agreement as well as subcontractors, partners, forms, communications, and media. The WorkSource Spokane System is comprised of:

**One Certified Comprehensive American Job Center, WorkSource Spokane,** that:

- Is accessible to the general public during regular business days, as well as physically and programmatical accessible to individuals with disabilities;
- Provides a portal site for electronic access;
- Provides onsite access to job seeker basic and individualized career services, support services, training services and follow up services;
- Provides on-site access to business services;
- Has representation of five core mandated partners (WIOA Titles I-IV, TANF) and co-location of the Title III service provider; and
- Provides additional related employment and training resources and access to the services of all the required Workforce partner programs.

**One Certified Affiliate Site, the Next Generation Zone** that:

- Is accessible to the general public and physically and programmatical accessible to individuals with disabilities;
- Provides a portal site for electronic access;
- Provides basic career services;
- Has representation of one or more mandated partners;
- Provides additional related employment and training resources;
- Has an established working relationship as part of an integrated system of WorkSource sites; and
- Offers services specifically designed to serve at-risk, low-income youth.

WorkSource Spokane and Next Generation Zone are located together at a site generally referred to as the “WorkSource Campus,” which beginning in 2019 also includes the newest connection site, the Spokane Resource Center, as well as the
Talent Solutions Center. This arrangement enhances referrals and access to services for job seekers and businesses at these sites.

19 Certified Connection Sites that:
• Are accessible to the general public;
• Provide a portal site for electronic access;
• Provide basic career services;
• Provide additional related employment and training resources; and
• Have an established working relationship as part of an integrated system of WorkSource sites.

Connection sites include:
- Goodwill Industries of the Inland Northwest in downtown Spokane to provide job search assistance and access to other services, especially to those with barriers to employment.
- Spokane Community College’s Workforce Transitions Office to meet the needs of students.
- Spokane Falls Community College’s Workforce Education Office and Career and Community Engagement Center to meet the needs of students.
- Spokane Public Library (3) Downtown, Hillyard and Shadle Branches to provide after-hours/weekend services for job seekers, computers for job search, employment and résumé writing assistance and general information to access WorkSource System services.
- YWCA to provide expertise serving women and children, especially domestic violence survivors, on-site childcare to job seekers, and professional attire and assistance dressing for success for women.
- Spokane County Library District (11) Airway Heights, Argonne, Cheney, Deer Park, Fairfield, Medical Lake, Moran Prairie, North Spokane, Otis Orchards, and Spokane Valley Branches parts of the region without access to WorkSource sites – to provide after-hour and weekend access to job seekers for one-on-one job search assistance.
- Spokane Resource Center, which is located on the second floor of the WorkSource building, to provide resources for the most underserved members of our community with the goal of assisting them with achieving economic empowerment.

One Affiliated Site:
In the Airman and Family Readiness Center at Fairchild Air Force Base, WorkSource Spokane staff offer services for military members and their families under the coordination of the Spokane One-Stop Campus Operator.

Services available to WorkSource System customers
The Workforce Innovation and Opportunity Act (WIOA) provides the basis for integrating the workforce system and American Job Centers and aligning services to better address employer and job seeker needs. WIOA defines a single set of outcome metrics for the federal workforce programs encompassed by the Act. It encourages integrating intake, case management, and reporting systems. It eliminates “sequence of services” in favor of a workforce system that meets the unique needs of individuals seeking services. It encourages local areas to provide more access to “real-world” education and workforce development opportunities through on-the-job training, incumbent worker training, and customized training and sector and pathway strategies. WorkSource partners embrace integrated
service delivery strategies, and will, to the extent possible in their unique settings, utilize staffing patterns, customer flows and interaction, and scheduling that results in functionally, integrated, human-centered resource coordination at each site.

Available services will vary based on customer need as well as current funding. Attachment A provides a list of the responsibilities of WorkSource System Partners to work together to provide services and referrals and a list of sites identifying which partners are at each site. Attachment B provides a list of the services provided by the system.

**Referral Process for WorkSource Center Customers**
The One-Stop Operator (see [SWC Policy WS814: One-Stop Operator](#)) is responsible for assuring that effective and customer-friendly referrals are occurring in the WorkSource System. Referrals will be made in one of three ways: on-site, where staff funded by various funding streams are available to provide services; via cross training, where staff have been sufficiently trained on the services of some or all WorkSource partners that they can make an appropriate referral; or by quick connection via phone or video conferencing to help a job seeker access services not available on site.

WorkSource System Partners agree to adhere to all statutes, regulations, policies, and plans regarding priority of service for job seekers, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

**Customer Complaints**
The WorkSource System must provide immediate and consistent processing of any customer complaint to assure its resolution. All WorkSource System staff must be able to assist customers interested in filing a complaint, as per [SWC Policy WS803: Customer Complaint](#).

**Increased and Maximized Access**
WorkSource System Partners agree that meeting WIOA’s mandate for increased access to the region’s workforce services, particularly for individuals with barriers to employment, must be a priority. This necessarily includes outreach to the following groups of individuals with barriers to employment:
- Displaced homemakers
- Low-income individuals
- Native Americans, including Indians, Alaska Natives and Native Hawaiians as those terms are defined in WIOA section 3
- Older individuals, age 55 and older
- Individuals with disabilities, including youth with disabilities and individuals with vision loss
- Returning citizens (ex-offenders)
- Homeless individuals
- Youth who are in or have aged out of the foster care system
English language learners, a group that is often referred to as Limited English Proficiency (LEP), individuals who have low levels of literacy, and individuals facing substantial cultural barriers

- Eligible migrant and seasonal farmworkers
- Single parents, including single pregnant women
- Long-term unemployed individuals
- Individuals within two years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act
- Any other groups identified by the Governor of Washington State

In addition to meeting federal requirements for physical accessibility at all WorkSource Sites, co-locating services to the greatest extent possible, and using appropriate referrals, SWC, the One-stop Campus Operator and WorkSource Partners have implemented the following strategies to increase access for those with barriers to employment:

- **Connection Sites** that provide greater access to services at sites that Spokane County residents already frequent – libraries, community partners like the YWCA or Goodwill, college campuses, etc.

- **An Accessibility Subcommittee** created by SWC to gather input from a broad spectrum of populations with barriers to employment and to identify physical and programmatic barriers; recommend expansions to improve access for all jobseekers from all backgrounds; ensure more job seekers can connect with a career pathway and a living-wage job; evaluate accessibility issues in the regional WorkSource System; and review WorkSource Partner recommendations for improvements to access.

- **Increased Use of Technology**, including assistive technology to remove barriers for workers and allow for seamless, universal, and remote access to education, training, and other workforce development services. While technology cannot fix all barrier access problems, in many cases it will help staff to improve accessibility. The WorkSource Centers and Affiliated Sites currently have wireless internet available to customers in order to improve access to technology, including adaptive technology used by job seekers on their own devices.

- **Branding and Marketing**: The SWC grants authorization to certified sites only to use the WorkSource logo with approval from the SWC brand manager. All sites agree to work with the SWC prior to using the WorkSource logo on any new materials unless prior authorization has been given.

**Co-Enrollment of Participants**

Co-enrollment is an integrated service delivery strategy (see [SWC Policy WS815: Integrated Service Delivery](#)) that leverages more resources to help job seekers reach their career goals and helps WorkSource partners work together and serve in functional teams to make the best use of the skills of staff providing services at WorkSource sites. This strategy can be especially effective at meeting the needs of populations with barriers to employment. WorkSource Partners will use the strategy, as appropriate to:

- Co-enroll eligible Title III participants into Title I Adult and Dislocated Worker funding streams.
- Co-enroll eligible Title I Youth participants into the Title I Adult funding stream.
- Co-enroll qualified TAA and NAFTA-TAA certified workers into the WIOA Title I Dislocated Worker fund stream.
- Co-enroll qualified WorkFirst participants into the WIOA Title I Adult funding stream.
- Co-enroll Worker Retraining participants into the WIOA Title I Dislocated Worker funding stream.

**MOU Terms**

**a. Intent**
This document is not a lease or sublease agreement, and nothing in the document should be construed as such. The leaseholder of the WorkSource building may require sublease agreements outside of this agreement, with rental costs to align with the IFA; and the SWC, as leaseholder of the Next Generation Zone and Talent Solutions Center, does require sublease agreements, and has aligned rental amounts to align with the IFA.

**b. Data Sharing**
WorkSource System Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers’ interaction with the integrated system and allows information collected from customers at intake to be captured once. WorkSource System Partners further agree that the collection, use, and disclosure of customers’ personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

The partners will work together, based on customer informed consent, to continually find ways to improve the collection and sharing of data within requirements to maintain confidentiality. All one-stop center and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records. No party shall disclose any private or confidential information under this agreement unless authorized by law, and no language in this agreement supersedes existing data sharing agreements and the requirements thereof.

**c. Confidentiality**
Partners agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records. Partners will respect and abide by the confidentiality policies and legal requirements of all the other partners. Partners will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law. Partners will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party
expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals. The appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals.

d. Hold Harmless and Indemnification
Each agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No party to this agreement assumes any responsibility to any other party, state or non-state, for the consequences of any act or omission of any third party. Each agency will hold harmless and defend all other partners to this Agreement from any and all claims for damages, including costs and attorneys’ fees resulting in whole or in part from the Partner or its agents’ activities under this Agreement.

e. Signature, Duration and Amendment
This agreement commences on July 1, 2020 or the day it is signed by all parties, whichever is sooner, and shall remain in effect until June 30, 2023 unless terminated or modified as per SWC Policy WS807: Memorandum of Understanding. Signatories will be notified of any updates to the policy and the related public comment periods.

The IFA incorporated into this agreement is effective for the same dates outlined above; however, this portion of the agreement must be updated annually to addresses any changes in the cost of operating the system. Each subsequent IFA will be in effect for one program year. As it is not federally required that the IFA be re-signed, IFA partners will be asked to provide written authorization via email that they agree with each updated version.

Generally, amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. Because this MOU is a “living document” that is likely to undergo changes over the next three years, changes to the attachments to the MOU that do not change the intent of the document will be considered minor revisions. Additionally, Connection Sites may be added to the MOU without the need to re-sign the entire document. Connection sites added during a program year will not be factored into the budget or IFA during that year and will instead be added in the next full program year or to the next MOU, whichever is most appropriate, based on agreement between the Connection site and the SWC. Partners will be notified of minor modifications to attachments or the addition of WorkSource Connection Sites via e-mail.

Substantial changes, such as the removal or addition of a required partner organization, an increase of greater than 10% of planned annual costs overall or a change due to the election of a new Chief Elected Official, will require renewal of the MOU (20 CFR 678.500(b)(6), (d), and (e); 34 CFR 361.500(b)(6), (d), and (e); and 34 CFR 463.500(b)(6), (d), and (e)). Renewal of the MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU.
Oral amendments or modifications shall have no effect. If any provision of this Memorandum of Understanding is held invalid, the remainder of the Memorandum of Understanding shall not be affected.

The parties agree that this contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement; and that electronic signature, or e-signature, of this contract shall be the same as execution of an original ink signature; and that E-mail, electronic, or facsimile delivery of a signed copy of this contract shall be the same as delivery of an original.

f. Termination
In the event funding identified in support of the Infrastructure Funding Agreement is suspended, terminated or reduced substantially during the term of this Agreement, then a Partner may terminate or reduce its participation in this Agreement as allowed per existing lease and sublease agreements. A request to terminate this agreement must be submitted in writing to the SWC Chief Executive Officer, and such a request requires at least ninety (90) days prior written notice. The terminating or reducing Partner shall be responsible for and agrees to pay its share of costs through the effective date as outlined in sublease agreements.

Upon termination or reduction of a Partner, the costs associated with this IFA shall be reallocated by the SWC among the remaining Partners, and the Agreement shall be modified in writing accordingly. The SWC is responsible for notifying all Partners of the change in participation.

g. Assurances
- This Agreement will be interpreted under Washington State Law or Federal Law as applicable.
- Each Partner warrants that it will comply with all Federal, State and/or local laws and regulations that apply to this Agreement.
- It is understood and agreed by the Partners that employees receiving compensation for work performed under this Agreement are employees of the Partner agency that compensates, supervises, trains, and provides benefits and other support to that employee, and that each Partner is solely responsible for compensation to its employees, as well as any associated benefits and taxes.
- If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

h. Dispute and Conflict Resolution
The WorkSource System will function by consensus under the direction of the SWC. When consensus cannot be reached, the parties to the dispute will adhere to the SWC Policy #806: Dispute Resolution. MOU Signatories will be notified of any updates to this policy and related comment periods. As per WIOA, if any of the required partners cannot come to agreement regarding the IFA, the region shall implement the State Funding Mechanism.
E. Funding of Services and Operating Costs (Infrastructure Funding Agreement)

The WorkSource System operating budget, known as the Infrastructure Funding Agreement (IFA), has been developed via consensus with the required and other partners in the Spokane Workforce Development Area. The purpose of the IFA is to establish the terms and conditions under which the partnership will share infrastructure resources in performance of workforce development services at each site. Through this agreement, the partners have identified those costs related to the infrastructure of the Spokane WorkSource System that are mutually beneficial and agreed upon as shared costs. The budget consists of:

- **Non-personnel** infrastructure costs necessary for the general operation of the One-Stop Center, including but not limited to:
  - Applicable facility costs such as rent (those contributing to facility costs must continue to pay for such costs in the event of staff turnover or staff working temporarily at another location)
  - Costs of utilities and maintenance
  - Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities)
  - Technology to facilitate access to the One-Stop Center, including technology used for the center’s planning and outreach activities

- **Additional Costs:**
  - Applicable Career Services - Includes the costs of the provision of career services in WIOA section 134(c)(2), as applicable to each program. For the purpose of this IFA, applicable career costs were defined to mean the cost of staff delivering any Career Services, including providing access to training and business services.
  
  - Other Shared Costs - A portion of the cost of employing the Spokane One-Stop Campus Operator who will coordinate with and on behalf of the SWC and partners to ensure system-wide effectiveness.

The SWC commits to provide funding for the following needs on behalf of the Spokane WorkSource Campus:

- Accessibility – Technology and other tools used by individuals with disabilities, such as hardware, software, audio looping, etc.
- WorkSource system coordination – The remaining cost of the One-Stop Campus Operator, as well as site directors for the Spokane Resource Center and Next Generation Zone, and SWC staff to build capacity throughout the WorkSource System, coordinate training and assisting with WorkSource System certification.
- American Job Center/WorkSource System Branding and Outreach – Supports marketing and outreach, including for job fairs and signage.
- Assessments – Supports assessments at the Basic and Individualized level that ensure work readiness, basic skill, soft skill, knowledge and ability, and other assessments are available for all customers.
- Staff training – Supports staff training and professional development to ensure a consistent standard throughout the local WorkSource System, will be coordinated by circuit rider.
- Supplies and costs not otherwise included in IFA – Supports emergency or unexpected costs which may include the following as funding allows: repairing or replacing damaged equipment or furniture or other supplies, recognition and publication of staff best practices to ensure common understanding throughout our local system and to promote staff integration throughout the system.

The operating budget and cost sharing agreements were developed for the following sites:

- Comprehensive one-stop center
  - WorkSource Spokane
- Affiliate site
  - Next Generation Zone
- Connection sites
  - Spokane Community College
  - Spokane Falls Community College
  - Goodwill Industries of the Inland Northwest
  - YWCA
  - Spokane Public Libraries
  - Spokane County Library District
  - Spokane Resource Center

The IFA distributes non-personnel infrastructure costs for the WorkSource Center among all of the required and additional partners in the workforce development area based on their participation in the center using staff full-time equivalent (FTE) as the measurement, which equates to the availability of their services in the local area. The non-personnel infrastructure costs for affiliated sites is distributed among the partners located at each site. The basis for allocating costs are as follows:

- WorkSource Spokane: Career, Shared and Other costs are based on FTE, as after a thorough evaluation of costs and services this model was determined to best serve this site.
- Next Generation Zone: Career and Other costs are based on FTE, as after a thorough evaluation of costs and services this model was determined to best serve this site. Shared facility costs are based on FTE for staff space, and shared customer space is based on the percentage of time each program utilizes the individual classrooms available on site.
- Connection site costs are distributed only to those partners on sites, and, as only one partner is located at each site, actual costs are used for reporting purposes.
- Each partner program’s Federal authorizing statute.
- Federal Cost Principles requiring that costs are reasonable, necessary, and allocable.

In the absence of a common state or federal definition of “use” or “benefit,” as well as the absence of a shared MIS to track use or benefit information, the SWC and its partners were unable to factor use and benefit into the bases for cost sharing. Additionally, both
WorkSource Spokane and the Next Generation Zone are fully integrated locations, meaning all customers have access to all Career Services available at each location.

Parties to the IFA
The Partner/Site matrix included as Attachment A to this agreement identifies which partners participated in the development of the system operating budget and IFA with the SWC. These partners have indicated their approval of the budget and IFA by their signatures to the IFA. By their signature to the MOU, the Chief Elected Officials indicate their agreement with the budget and IFA.

Process to Achieve Agreement
The SWC compiled budgets for each site, facilitated meetings and worked with partners to come to consensus regarding the basis for allocating costs. The SWC identified and applied potential bases for allocation of costs to the partners, facilitating a discussion regarding which base(s) would be acceptable to the partners.

Partner participation to reach agreement is as follows:

September 2019-April 2020
- SWC shared current Compact, MOU and IFA for review and comment in preparation for 2020 agreement updates.
- SWC held public/partner discussions in preparation for MOU to be signed and effective July 1, 2020.
- Partners provided feedback and recommended changes.
- Local partners agreed on Other Shared Costs category.
- SWC held multiple discussions with individual agencies, as needed.
- Final draft for review of the Compact, MOU and IFA shared April 2020.
- Final Compact, MOU with IFA distributed for signature in June 2020.

IFA Additional Terms
Process and Timeline for Periodic Reconciliation of Costs and Renewal
The IFA budget is based on planned costs and information available as of the date of signature. It is the responsibility of partners to notify the SWC of changes to program delivery design, including staffing level changes. Any staffing level changes will be presumed to be in effect for the entire month for billing purposes. Once a change is noted, an updated IFA will be distributed to the parties involved at each location, but this MOU will not need to be re-signed. When reconciliation requires a WorkSource partner to pay other partners, payment will be made at least annually.

The partners will be contacted by the SWC within 60 days of the end of each quarter in order to reconcile costs based on actual expenditures. The reconciliation process will include a review of actual costs, including those the Employment Security Department informs the SWC of, as well as actual staffing rates, and for the Next Generation Zone, actual room usage rates.

At least two months prior to the end of each fiscal year, SWC will convene partners to develop a new system operating budget for the upcoming program year, and to revise the bases for cost sharing as agreed upon by the required and other partners. Each new budget and IFA to commence on July 1st each year will be approved by the SWC and its partners prior to June 30th of that year. Unless the changes are significant, the MOU will not need to be re-signed by all parties. Instead, a separate agreement for space and costs within each center can be utilized, in partnership with ESD for the WorkSource center,
and in partnership with the SWC for the Next Generation Zone, each as the site's respective leaseholder.

**Billing and Payment**

It is the responsibility of the leaseholder to establish agreements outside of the IFA to address all billing and payment requirements and processes, including sublease agreements. The SWC will invoice all Partners identified in Attachment C as sharing in the Other Shared Costs. These funds will be invoiced quarterly.

**A. Total Cost Per Partner**

The total cost per partner/program can be found in Attachment C. It should be noted that these are estimated costs, and both the Employment Security Department for WorkSource, and the SWC for the Next Generation Zone, agree to notify partners as soon as it appears costs may exceed budgeted figures. Each agency also agrees to do their due diligence to keep costs at or below budget.

In the event estimated costs exceed actual costs, each partner agrees to be responsible for its share of costs based upon the cost allocation methodology outlined in Attachment C. This agreement will be updated per the SWC MOU policy should actual costs exceed planned costs. It should additionally be noted that there is no history of actuals exceeding planned costs at WorkSource Spokane nor the Next Generation Zone, therefore it is not expected that partners should anticipate this occurring.
By signing below, partners certify that they are in agreement with this compact and have the authority to bind their agency to the terms of either the compact or the compact and MOU as indicated below.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

<table>
<thead>
<tr>
<th>Name/title/Organization</th>
<th>Required Partner/Program(s) Represented</th>
<th>Party to Compact</th>
<th>Party to MOU</th>
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<tbody>
<tr>
<td>Dan Evans, Board Chair</td>
<td>Local board (SWC)</td>
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<td>Spokane Workforce Council</td>
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<tr>
<td>Mark Mattke, CEO</td>
<td>Local board (SWC)</td>
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<td>Spokane Workforce Council</td>
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<td>Mayor Nadine Woodward, City of Spokane</td>
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<td>Kevin Williams, One-Stop Campus Operator WorkSource (Career Path Services)</td>
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<td>Cami Eakins, CEO</td>
<td>WIOA Title I Adult and Dislocated Worker, Youth</td>
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<td>Career Path Services</td>
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<tr>
<td>Dr. Christine Johnson, Chancellor Community Colleges of Spokane</td>
<td>WIOA Title II, Carl Perkins</td>
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R – June 3, 2020 | 16
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<thead>
<tr>
<th>Name/title/Organization</th>
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<td>Jennie Weber, Regional Director</td>
<td>WIOA Title I &amp; III, Veterans, TAA, MSFW, WorkFirst, Unemployment Compensation</td>
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<td>Michael MacKillop, Acting Executive Director</td>
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<td>Department of Services for the Blind</td>
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<td>Doni Kotas-Turner, Contracts Supervisor</td>
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<tr>
<td>Department of Social and Health Services, Division of Vocational Rehabilitation</td>
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<td>Babs Roberts, Director</td>
<td>WIOA Title I Youth, YouthBuild, Open Doors</td>
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<td>Tim Sigler, CHHS Director</td>
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<td>Amanda Fisher, Insurance Services Field Liaison Manager</td>
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<td>Department of Labor and Industries</td>
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<td>Clark Brékke, President and CEO</td>
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<td>Regina Malveaux, Chief Executive Officer</td>
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<td>Tina Morrison, Secretary-Treasurer</td>
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