

INFRASTRUCTURE FUNDING AGREEMENT

FOR TENCO WDB

- I. Pursuant to 20 CFR 678.755, 34 CFR 361.755, and 34 CFR 463.755, this Infrastructure Funding Agreement (IFA) is hereby entered into between the following Parties, consisting of the one-stop Partners, Chief Elected Officer(s), and Local Workforce Development Board (LWDB):
 - ❖ Adult/Dislocated Worker/Youth Title I
 - ❖ Kentucky Career Development Office
 - ❖ Kentucky Office of Vocational Rehabilitation

 - ❖ Harry Clark, Rowan County Judge/Executive, LWDB Chief Elected Officer
 - ❖ Scott Doan, Chair, LWDB
 - ❖ Buffalo Trace Area Development District, Fiscal Agent

- II. This IFA is effective for the period of July 1, 2022, through June 30, 2023, consistent with the duration of the Local KCC Operations Memorandum of Understanding (MOU).

- III. All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in a Kentucky Career Center (KCC) or not. Each Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

- IV. The Parties have reached consensus on this IFA through the following steps:
 - ❖ Local partner representatives met with the Fiscal Agent to review reconciliation of last year's budget.
 - ❖ Fiscal agent provided the list of potential shared items and the local partner representatives agreed on the items selected.
 - ❖ Fiscal agent provided a budget based on the consensus of the partners.
 - ❖ The budget was approved by the TENCO Workforce Development Board and State partners.

- V. All Parties agree that the cost allocation methodology used for Partner obligations is as listed below:

All Partners in the TENCO WDA are physically co-located in the one-stop center(s) as outlined in the Partner On-Site Representation Schedule (Appendix D) section of the MOU, with the following exceptions:

Adult Education/Skills U
Career and technical education programs
CSBG Employment and training programs
Native American programs
Reentry programs
Temporary Assistance for Needy Families
Unemployment Insurance

These partners/programs have services linked virtually through online access to a program staff member via Kentucky Career Center - TENCO resource rooms and through cross-trained front desk staff, and other, physically, co-located, partner staff who can provide information and referrals.

The physically co-located parties agree to the extent feasible to align individual agency resources to support workforce development systems integration. Each agency commits to sharing costs for Centers where the agency participates. These agreements will be negotiated using the square footage cost allocation methodology.

VI. All Partners agree to use the following process for cost reconciliation and allocation base update:

- Partners will provide the TENCO WDB Fiscal Agent with the following information no later than fifteen (15) days after the end of the fiscal year:
 - Annual cost information and documentation of the actual costs,
 - Updated staffing information.
- Upon receipt of the above information, the TENCO WDB Fiscal Agent will:
 - Compare budgeted costs to actual costs,
 - Update the allocation bases, and
 - Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
 - Prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner.
 - Submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days after the end of the fiscal year. The Partners understand the timeliness of the TENCO WDB's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information.

- Upon receipt of the invoice and adjusted budget, each Partner will review will and submit a plan to reconcile through purchases or in-kind contribution.
 - Partners will communicate any disputes with costs in the invoice or adjusted budget to the TENCO WDB Fiscal Agent in writing. The TENCO WDB Fiscal Agent will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, the TENCO WDB Fiscal Agent will revise the invoice and the adjusted budget upon resolution of the dispute.
- VII.** For any modification to this IFA, all Parties agree to abide by the same amendment process as outlined in Article VIII of the MOU.
- VIII.** For the duration of this IFA, all Parties shall actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the Impasse-Dispute Resolution Attachment of the MOU shall be followed. If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to this IFA, then an impasse is declared, and the State Funding Mechanism (SFM) is triggered.
- IX.** The one-stop infrastructure costs budget and overall operating budget for this IFA are included as Attachment A and are hereby incorporated by reference.
- X.** One Authority and Signature Page to this IFA shall be completed, signed, and dated for each Party's signatory official. Each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier, or electronic mail, all of which together will constitute one and the same agreement.

INFRASTRUCTURE FUNDING AGREEMENT

AUTHORITY AND SIGNATURE PAGE

One completed, signed, and dated Authority and Signature page is required for each Party's signatory official.

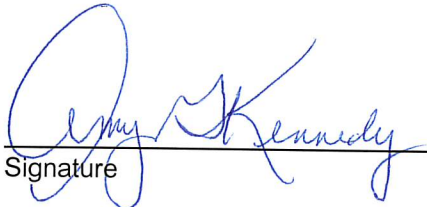
By signing my name below, I certify that I have reviewed all elements and terms of this Infrastructure Funding Agreement (IFA) and agree that this IFA accurately reflects the agreement reached between parties. All of my questions have been discussed and answered satisfactorily.

My signature below certifies my understanding of, and agreement with, the elements and terms of this IFA contained within:

- ❖ The Local Kentucky Career Center Operations Memorandum of Understanding (MOU)
- ❖ The Infrastructure Costs Budget & Operating Budget
- ❖ The IFA

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ❖ The MOU
- ❖ The Infrastructure Costs Budget & Operating Budget
- ❖ The IFA



Signature

9/29/22

Date

Amy G Kennedy Executive Director

Printed Name and Title

Buffalo Trace Area Development District

Agency Name

606/564-6894

Agency Contact Information

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Signature

9-29-22

Date

Harry T. Clark, Rowan County Judge Executive

Printed Name and Title

Rowan County Fiscal Court

Agency Name

606/784-5151

Agency Contact Information

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Signature Scott Doan Date 9/28/22

Printed Name and Title SCOTT DOAN TENCe CHAIR

Agency Name Family Dollar Distribution

Agency Contact Information 888-203-8104

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DocuSigned by:

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11/4/2022

Signature

Date

Jason Hutchinson, Executive Director

Printed Name and Title

Kentucky Office of Career Development

Agency Name

RJason.Hutchinson@ky.gov

Agency Contact Information

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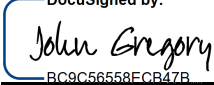
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DocuSigned by:

RC9C56558FCB47B

Signature

11/7/2022

Date

John C. Gregory, Ph.D., Executive Director

Printed Name and Title

Kentucky Office of Adult Education

Agency Name

John.Gregory@ky.gov

Agency Contact Information

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DocuSigned by:

 E2FE52403208745E...

 Signature

11/7/2022

 Date

Cora McNabb, Executive Director

 Printed Name and Title

kentucky office of vocational Rehabilitation

 Agency Name

Cora.McNabb@ky.gov

 Agency Contact Information

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DocuSigned by:

BD20DB4674C34CE...

11/4/2022

Signature

Date

Beth Brinly, Deputy Secretary

Printed Name and Title

Education and Labor Cabinet

Agency Name

Beth.Brinly@ky.gov

Agency Contact Information