

GL Attachment N - Memorandums of Understanding

AMENDMENT TO ATTACHMENT A AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP PARTNER CHP INTERNATIONAL, INC., JOB CORPS CONTRACTOR

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner CHP International, Inc., Job Corps Contractor**, (hereinafter CHP) with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 26, 2014 under **E.O. No. 087034**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is January 1, 2014 through December 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning January 1, 2015 and ending on December 31, 2015; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The renewal term of Attachment A in paragraph 5 shall be from January 1, 2015 through December 31, 2015.
- 2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 and 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as \$36,384.00 so that CHP's annual cost for the Triage Navigator is \$454.75 and the second and third paragraph in 3 A is amended to read as follows:

For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is \$36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or \$22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or \$10,552.00 for Year 2015.

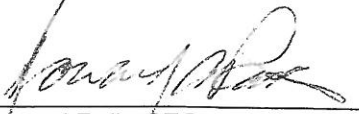
CHP is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$454.75 for Year 2015. It is agreed between the parties that the \$454.75 will be billed quarterly in the amount of \$113.69 by the City of Lincoln to CHP and paid within 30 days of receipt of the invoice.

- 3) That 3 B is amended to read as follows:
B. Other partners 2015. The remaining ten percent (10%) of the cost or \$3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the American Job Center have agreed to share equally the remaining \$3,638.00 which equals \$454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search and other core services and access to a triage navigator.
- 4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, CHP International, Inc./Job Corps Contractor and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 2014.


Mayor Chris Beutler
City of Lincoln /Greater Lincoln
Workforce Investment Board


Mr. Howard Raik, CEO
CHP International, Inc./Job Corps Contractor

Approved by: 
Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
PARTNER COMMUNITY ACTION PARTNERSHIP OF LANCASTER AND SAUNDERS COUNTIES**

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Community Action Partnership of Lancaster & Saunders Counties, hereinafter referred to as CA**, with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 24, 2014 under E.O. No. **087022**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is January 1, 2014 through December 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning January 1, 2015 and ending on December 31, 2015; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The renewal term of Attachment A in paragraph 4 shall be from January 1, 2015 through December 31, 2015.
- 2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as \$36,384.00 so that the second and third paragraph in 3 A is amended to read as follows:

For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is \$36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or \$22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or \$10,552.00 for Year 2015.

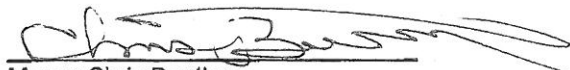
CA is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$454.75 for Year 2015. It is agreed between the parties that the \$454.75 will be billed quarterly in the amount of \$113.69 by the City of Lincoln to CA and paid within 30 days of receipt of the invoice.

- 3) That 3 B is amended to read as follows:
B. Other partners 2015. The remaining ten percent (10%) of the cost or \$3,638.00 shall be paid equally by the remaining eight One Stop Partners who are not physically co-located at the American Job Center which equals \$454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search and other core services and access to a triage navigator.

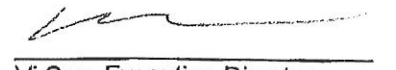
- 4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, CA and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 22nd day of December, 2014.



Mayor Chris Beutler
City of Lincoln /Greater Lincoln
Workforce Investment Board



Vi See, Executive Director
Community Action Partnership of
Lancaster & Saunders Counties

Approved by: 

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER EXPERIENCE WORKS**

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Experience Works**, with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 24, 2014 under **E.O. No. 087021**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is January 1, 2014 through December 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning January 1, 2015 and ending on December 31, 2015; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The renewal term of Attachment A in paragraph 4 shall be from January 1, 2015 through December 31, 2015.
- 2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as \$36,384.00 so that the second paragraph in 3 A is amended to read as follows:

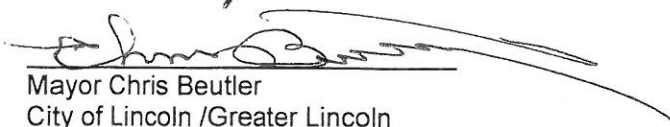
For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is \$36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or \$22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or \$10,552.00 for Year 2015.


- 3) That 3 B is amended to read as follows:
B. Other partners 2015. The remaining ten percent (10%) of the cost or \$3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center, which includes Experience Works, contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the American Job Center have agreed to share equally the remaining \$3,638.00 which equals \$454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search and other core services and access to a triage navigator.

- 4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.


The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Experience Works and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 2014.


Mayor Chris Beutler
City of Lincoln / Greater Lincoln
Workforce Investment Board


Ann Rouch
Nebraska State Program Manager
Experience Works, A grantee funded
by the Department of Labor Senior
Community Service Employment
Program (SCSEP)

Approved by:


Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER PROTEUS, INC.**

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner representing Migrant and Seasonal Farmworkers, Proteus, Inc.**, with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated April 22, 2014 under **E.O. No. 087131**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is January 1, 2014 through December 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning January 1, 2015 and ending on December 31, 2015; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The renewal term of Attachment A in paragraph 5 shall be from January 1, 2015 through December 31, 2015.
- 2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 and 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as \$36,384.00 so that Proteus's annual cost for the Triage Navigator is \$454.75 and the second and third paragraph in 3 A is amended to read as follows:

For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is \$36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or \$22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or \$10,552.00 for Year 2015.

Proteus is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$454.75 for Year 2015. It is agreed between the parties that the \$454.75 will be billed quarterly in the amount of \$113.69 by the City of Lincoln to Proteus and paid within 30 days of receipt of the invoice.

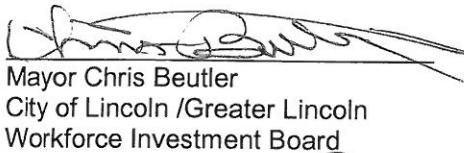
- 3) That 3 B is amended to read as follows:

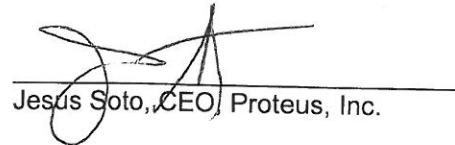
B. Other partners 2015. The remaining ten percent (10%) of the cost or \$3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the American Job Center have agreed to share equally the remaining \$3,638.00 which equals \$454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search and other core services and access to a triage navigator.

- 4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Proteus and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 2014.


Mayor Chris Beutler
City of Lincoln /Greater Lincoln
Workforce Investment Board


Jesus Soto, CEO, Proteus, Inc.

Approved by: 
Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER NEBRASKA COMMISSION FOR THE BLIND AND VISUALLY IMPAIRED**

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Nebraska Commission for the Blind and Visually Impaired** (hereinafter NCB), with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 14, 2014 under **E.O. No. 087001**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is January 1, 2014 through December 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning January 1, 2015 and ending on December 31, 2015; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The renewal term of Attachment A in paragraph 5 shall be from January 1, 2015 through December 31, 2015.
- 2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 and 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as \$36,384.00 so that NCB's annual cost for the Triage Navigator is \$454.75 and the second and third paragraph in 3 A is amended to read as follows:


For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is \$36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or \$22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or \$10,552.00 for Year 2015.

NCB is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$454.75 for Year 2015. It is agreed between the parties that the \$454.75 will be billed quarterly in the amount of \$113.69 by the City of Lincoln to NCB and paid within 30 days of receipt of the invoice.


- 3) That 3 B is amended to read as follows:
B. Other partners 2015. The remaining ten percent (10%) of the cost or \$3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the American Job Center have agreed to share equally the remaining \$3,638.00 which equals \$454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search and other core services and access to a triage navigator.
- 4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, NCB and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 2014.



Mayor Chris Beutler
City of Lincoln /Greater Lincoln
Workforce Investment Board



Dr. Pearl Van Zandt, Exec. Director
Nebraska Commission for the Blind
and Visually Impaired

Approved by 

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**WORKFORCE INVESTMENT ACT
MEMORANDUM OF UNDERSTANDING AGREEMENT
BETWEEN
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
CITY OF LINCOLN**

This Memorandum Of Understanding Agreement (hereinafter "MOU") is entered into by and between the Nebraska Department of Health and Human Services, DIVISION OF CHILDREN AND FAMILY SERVICES (hereinafter "DHHS"), and the Greater Lincoln Workforce Investment Board (hereinafter "LWIB") with the agreement of the Mayor of the City of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area and the City of Lincoln (hereinafter "City").

PURPOSE. The purpose of this MOU is to provide for a cost allocation/resource sharing agreement and scope of core services agreement between the one stop partner, Nebraska Department of Health and Human Services, Division of Children and Family Services and the Greater Lincoln Workforce Investment Board (LWIB) for DHHS's participation at Greater Lincoln's American Job Center pursuant to the Workforce Investment Act.

I. TERM AND TERMINATION

- A. **TERM.** This MOU is in effect from January 1, 2015 until December 31, 2015.
- B. **TERMINATION.** This MOU may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Ninety (90) days prior to the effective date of termination. Either party may also terminate this MOU in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this MOU, the Greater Lincoln Workforce Investment Board and City of Lincoln as appropriate shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this MOU immediately.

II. CONSIDERATION

- A. **TOTAL PAYMENT.** DHHS shall pay the City of Lincoln a total amount not to exceed \$704.75 (Seven Hundred Four Dollars and Seventy Five Cents) for the services specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows: DHHS shall pay the City of Lincoln \$454.75 (Four Hundred Fifty Four Dollars and Seventy Five Cents) a year for services provided by the Triage Navigator. The amount

will be invoiced and paid on a quarterly basis in the amount of \$113.69 (One Hundred Thirteen Dollars and Sixty Nine Cents) by the City of Lincoln to DHHS. Additionally, DHHS shall pay the City of Lincoln a charge not to exceed \$250.00 (Two Hundred Fifty Dollars) a year for miscellaneous office expenses to include but not limited to materials, postage, copying or as approved by DHHS for Greater Lincoln Workforce Investment Board Operations costs and expenses. The actual, reasonable and allowable billing for the Board operation expenditures will be invoiced by the City of Lincoln and paid by DHHS on a semi-annual basis for January 1, 2015 through June 30, 2015 and from July 1, 2015 through December 31, 2015.

C. PROMPT PAYMENT.

1. Payment shall be made in compliance with the Nebraska Prompt Payment Act, NEB. REV. STAT. §81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.
2. For purposes of determining whether payment was made in accordance with this section, payment by DHHS shall be considered to be made on the date the warrant or check for such payment was mailed or payment was otherwise transmitted.
3. Bill shall mean a proper billing, invoice, report or other written document which requests a payment and which is supplemented by all necessary verification and forms required to process payments pursuant to this contract and agency regulations.

D. AUTOMATED CLEARING HOUSE (ACH) ENROLLMENT FORM REQUIREMENTS FOR PAYMENT.

The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. Download ACH Form:

http://www.das.state.ne.us/accounting/nis/address_book_info.htm

III. SCOPE OF SERVICES

A. DHHS, the One Stop Partner agrees to contribute to the delivery of the following core services in the local one stop system and American Job Center as follows:

1. DHHS will provide information online through computer access in the resource room or through marketing materials, brochures and information regarding DHHS services to be dispersed to all partners, tenants of the Greater Lincoln American Job Center and eligible youth where appropriate and will be listed on any printed materials regarding services available at the Greater Lincoln American Job Center.
2. DHHS will provide information and orientation describing the one stop system and partner programs.
3. DHHS will distribute customer surveys as requested by LWIB.
4. DHHS will provide information relating to the availability of supportive

services for the local area, and referral to such services, as appropriate.

- B. The City of Lincoln, through the provision of a Triage Navigator for the Greater Lincoln American Job Center, agrees to provide:
1. Outreach and orientation and provision of information to DHHS customers by welcoming customers as the first face of the American Job Center.
 2. Orientation to the American Job Center, helping clients determine the purpose of the visit, referring clients to partner agencies, providing customer support in the resource room for program registration, providing technical assistance on computer usage, managing wait time for customers, logging services into NEworks and tracking customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.
 3. Information on supportive services in the local area as provided by the One Stop Partners and a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis. NEworks will be used for referrals to the extent of its capability along with partner to partner communication by email, phone, personal contact and in writing.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Greater Lincoln Workforce Investment Board and City of Lincoln One Stop Operator books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this MOU shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. The LWIB and the City shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.
2. The LWIB and the City shall provide DHHS any and all written communications received by the LWIB or the City from an auditor related to their internal control over financial reporting requirements and communication with those charged with governance including those in

compliance with or related to Statement of Auditing Standards (SAS) 112 Communicating Internal Control related Matters Identified in an Audit and SAS 114 The Auditor's Communication with Those Charged With Governance. The LWIB and the City agree to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the LWIB or City, in which case the City agrees to verify that DHHS has received a copy.

3. The LWIB and the City shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
 4. In addition to, and in no way in limitation of any obligation in this contract, the LWIB and the City shall be liable for audit exceptions, and shall return to DHHS all payments made under this MOU for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
 5. The above provisions shall survive termination of the contract.
- B. AMENDMENT. This MOU may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this MOU shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. All parties shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of the MOU. The parties shall insert this provision in all subcontracts.
- D. ASSIGNMENT. The parties shall not assign or transfer any interest, rights, or duties under this MOU to any person, firm, or corporation without prior written consent of the other party. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this MOU.
- E. ASSURANCE. If either party, in good faith, has reason to believe that the other party does not intend to, is unable to, or has refused to perform or continue to perform all material obligations under this MOU, either party may demand in writing that the other party give a written assurance of intent to perform. Failure by the other party to provide written assurance within the number of days specified in the demand may, be the basis for terminating this MOU.
- F. BREACH OF MOU. Either party may terminate the MOU, in whole or in part, for the other party's failure to perform its obligations under the MOU in a timely and proper manner. Either party may, by providing a written notice of default to the

other party, allow the other party to cure a failure or breach of the MOU within a period of thirty (30) days or longer at their discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the breaching party time to cure a failure or breach of the MOU does not waive the party's right to immediately terminate the MOU for the same or different contract breach which may occur at a different time. A party may, at its discretion, contract for any services required to complete this MOU and hold the other party liable for any excess cost caused by the party's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

- G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- H. CONFLICTS OF INTEREST. In the performance of this contract, the parties shall avoid all conflicts of interest and all appearances of conflicts of interest. The parties shall immediately notify the other parties of any such instances encountered so that other arrangements can be made to complete the work.
- I. DATA OWNERSHIP AND COPYRIGHT. All data collected from DHHS as a result of this project shall be the property of DHHS. The City and LWIB shall not copyright any of the copyrightable material produced in conjunction with the performance required under this MOU without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this MOU.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The parties certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this MOU to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the parties in discharging its obligations under this MOU shall be deemed incorporated by reference and made a part of this MOU with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. The City and DHHS certify that it maintains a drug-free workplace environment to ensure worker safety and workplace

integrity. The City shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.

- M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this MOU which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this MOU.
- N. FUNDING AVAILABILITY. Either party may terminate the MOU, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, either party may terminate the MOU with respect to those payments for the fiscal years or any part thereof for which such funds are not appropriated. The terminating party will give written notice to the other party thirty (30) days prior to the effective date of any termination. The City shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the City be paid for a loss of anticipated profit.
- O. GOVERNING LAW. The MOU shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this MOU shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The parties shall comply with all Nebraska statutory and regulatory law and Workforce Investment laws, rules and regulations as applicable.
- P. HOLD HARMLESS.
 - 1. The City shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the City or LWIB its employees, subcontractors, consultants, representatives, and agents, except to the extent such City or LWIB liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the

- claims.
2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors. The City's and LWIB liability is limited to the extent provided by the Political Subdivisions Tort Claims act and any other applicable provisions of law.
 3. The above provisions shall survive termination of the contract.
- Q. INDEPENDENT CONTRACTOR. The City and LWIB nor any of its employees shall for any purpose be deemed employees of DHHS. The City and LWIB shall employ and direct such personnel as it requires to perform its obligations under this MOU, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.
- R. INVOICES. Invoices for payments submitted by the City shall contain sufficient detail to support payment. Any terms and conditions included in the City's invoice shall be deemed to be solely for the convenience of the parties.
- S. INTEGRATION. This written MOU represents the entire agreement on costs and resource allocation between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.
- T. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. City and LWIB acknowledge that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of \$600 (Six Hundred Dollars) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

U. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The City and LWIB shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the MOU comply with the applicable standards. In the event such standards change during the term of this MOU, the State may create an amendment to the MOU to request that the MOU comply with the changed standard at a cost mutually acceptable to the parties.

V. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The City and DHHS shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the City or DHHS is an individual or sole proprietorship, the following applies:

1. The City or DHHS must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the City or DHHS indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The City and DHHS understand and agree that lawful presence in the United States is required and either party may be disqualified or the MOU terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

W. PUBLIC COUNSEL. In the event City provides health and human services to individuals on behalf of DHHS under the terms of this MOU, City shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this MOU. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the contract.

X. RESEARCH. The City and LWIB shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this MOU. This

provision shall survive termination of the MOU.

- Y. SEVERABILITY. If any term or condition of this MOU is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular provision held to be invalid.
- Z. SUBCONTRACTORS. The parties shall not subcontract any portion of this MOU without prior written consent of all other parties. The parties shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- AA. TIME IS OF THE ESSENCE. Time is of the essence in this MOU. The acceptance of late performance with or without objection or reservation by either party shall not waive any rights of any party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.


NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

For DHHS:
Jill Schreck
Deputy Director, Economic Assistance
PO Box 95026
Lincoln, NE 68509
402-471-9243

For City of Lincoln and Greater Lincoln
Workforce Investment Board:
David Landis
Director of Urban Development
Lincoln, NE 68508
402-441-7126

IN WITNESS THEREOF, the parties have duly executed this MOU hereto, and each party acknowledges the receipt of a duly executed copy of this MOU with original signatures.

FOR DHHS:



Jill Schreck
Deputy Director, Economic Assistance
Division of Children and Family Services

DATE: 12/1/2014

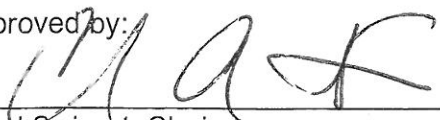
FOR CITY OF LINCOLN and
GREATER LINCOLN WORKFORCE
INVESTMENT BOARD:



Chris Beutler
Mayor, City of Lincoln
Chief Elected Official, Greater Lincoln
Workforce Investment Board

DATE: 1-5-15

Approved by:

A handwritten signature in black ink, appearing to read 'C. Swigart', written over a horizontal line.

Carol Swigart, Chairperson

Greater Lincoln Workforce Investment Board

**AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
PARTNER URBAN DEVELOPMENT ADULT, YOUTH AND DISLOCATED WORKER PROGRAM AND
HUD**

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and One Stop Partner **Nebraska Department of Labor's Employment Services/Wagner Peyser, Disabled Veterans Outreach Program, Veterans Employment Program, Trade Adjustment Assistance Program, and Unemployment Insurance** which hereinafter may be referred to respectively as **ES, DVOP, VE, TAA and UI** with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 12th, 2014 under **E.O. No. 086994**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is January 1, 2014 through December 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning January 1, 2015 and ending on December 31, 2015; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The renewal term of Attachment A in paragraph 4 shall be from January 1, 2015 through December 31, 2015.
- 2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 2.A. of Attachment A. 2.A. is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as \$36,384.00 so that 2. A. of the Attachment is amended to read as follows:

A. NDOL 2014. For January 1, 2015 through December 31, 2015 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is \$36,384.00. The Nebraska Department of Labor, on behalf of (ES, DVOP, VE, TAA and UI) agrees to contribute sixty one percent (61%) of the annual cost which equals \$22,194.00 to be billed quarterly by the City of Lincoln in the amount of \$5,548.50 to the Nebraska Department of Labor. Said quarterly amount shall be paid by NDOL within 30 days of receipt of the quarterly billing.

- 3) That 2 B is amended to read as follows:


B. Other partners 2015. The One Stop Partner City of Lincoln/Title I WIA/HUD Partner has agreed to contribute twenty nine percent (29%) of the cost or \$10,552.00 for Year 2015 and the remaining (10%) of the cost or \$3,638.00 shall be paid equally by the remaining eight One Stop Partners who are not physically co-located at the American Job Center which equals \$454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search and other core services and access to a triage navigator.

- 4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

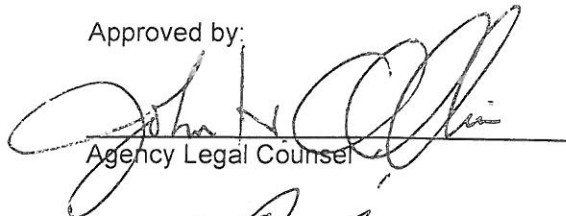
The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, ES, DVOP, VE, TAA and UI programs and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 4th day of December, 2014.


Mayor Chris Beutler
City of Lincoln /Greater Lincoln
Workforce Investment Board


John Albin, Interim Commissioner of Labor
Employment Services, Disabled Workforce Veterans
Outreach Program, Veterans Employment, TAA
and Unemployment Insurance

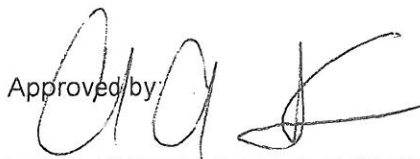
Approved by:


Agency Legal Counsel


Controller


Joan Modrell, E&T Director


UI Benefits Administrator

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER SOUTHEAST COMMUNITY COLLEGE**

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Southeast Community College** (hereinafter SCC), with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 24, 2014 under **E.O. No. 087014**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is January 1, 2014 through December 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning January 1, 2015 and ending on December 31, 2015; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The renewal term of Attachment A in paragraph 5 shall be from January 1, 2015 through December 31, 2015.
- 2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 and 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as \$36,384.00 so that SCC's annual cost for the Triage Navigator is \$454.75 pursuant to the Perkins Act post-secondary vocational education program (Perkins Act) and \$454.75 pursuant to the Adult Education Program (Adult Education) and the second and third paragraph in 3 A is amended to read as follows:

For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is \$36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or \$22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or \$10,552.00 for Year 2015.

SCC is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$454.75 for the Perkins Act program and \$454.75 for the Adult Education Program for Year 2015. It is agreed between the parties that each SCC program will be billed quarterly and separately for each program in the amount of \$113.69 by the City of Lincoln to SCC and paid within 30 days of receipt of the invoice.

- 3) That 3 B is amended to read as follows:
B. Other partners 2015. The remaining ten percent (10%) of the cost or \$3,638.00 shall be paid equally by the remaining eight One Stop Partners. The remaining one stop partners who are co-located at the American Job Center contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the American Job Center have agreed to share equally the remaining \$3,638.00 which equals \$454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search and other core services and access to a triage navigator.
- 4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, SCC and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 22nd day of December, 2014.


Mayor Chris Beutler
City of Lincoln /Greater Lincoln
Workforce Investment Board


Southeast Community College
Dr. Paul Illich, President

Approved by 
Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
PARTNER URBAN DEVELOPMENT ADULT, YOUTH AND DISLOCATED WORKER PROGRAM AND
HUD**

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and One Stop Partner Urban Development Adult, Youth and Dislocated Worker Program and HUD with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 11, 2014 under E.O. No. 086979, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is January 1, 2014 through December 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning January 1, 2015 and ending on December 31, 2015; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The renewal term of Attachment A in paragraph 4 shall be from January 1, 2015 through December 31, 2015.
- 2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 2.A. of Attachment A, first paragraph. The second paragraph of 2.A. is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as \$36,384.00 so that the second paragraph is amended to read as follows:

For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is \$36,384.00. The One Stop Partner City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute twenty nine percent (29%) of the cost or \$10,552.00 for Year 2015.

- 3) That 2 B is amended to read as follows:
B. Other partners 2015. The Nebraska Department of Labor, on behalf of ES, DVOP, VE, TAA and UI agrees to contribute sixty one percent (61%) of the annual cost which equals \$22,194.00 and the remaining (10%) of the cost or \$3,638.00 shall be paid equally by the remaining eight One Stop Partners who are not physically co-located at the American Job Center which equals \$454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search and other core services and access to a triage navigator.

- 4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Urban Development Adult, Youth and Dislocated Worker and HUD programs and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 2014.



Mayor Chris Beutler
City of Lincoln /Greater Lincoln
Workforce Investment Board



David Landis, Director
Urban Development

Approved by: 

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**AMENDMENT TO ATTACHMENT A
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING
BETWEEN THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND
THE ONE STOP PARTNER VOCATIONAL REHABILITATION**

FIRST RENEWAL FOR 2015-2016

This Amendment is hereby entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board (hereinafter LWIB) and **One Stop Partner Vocational Rehabilitation**, with the Agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area for the purpose of amending Attachment A to the Umbrella Memorandum of Understanding dated March 14, 2014 under **E.O. No. 087004**, ("Attachment A"), which is made a part hereof by this reference, to renew the Attachment for year 2015 and to delineate the partner's cost allocation and resource sharing for the Greater Lincoln One Stop Delivery Services.

WHEREAS, the original term of the Attachment A is January 1, 2014 through December 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Attachment A for an additional one (1) year term beginning January 1, 2015 and ending on December 31, 2015; and

WHEREAS, the parties have reviewed the program costs for the additional one year term and are in agreement to amend the Attachment A to reflect the program costs for 2015;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The renewal term of Attachment A in paragraph 5 shall be from January 1, 2015 through December 31, 2015.
- 2) That the parties acknowledge that the method of allocation of costs for the Triage Navigator utilized in 2014 is acceptable and will be used for 2015 and distributed based on the percentage of occupied space in the American Job Center complex as provided in 3 A and B of Attachment A. Paragraph 3 A is amended to reflect the costs for the Triage Navigator for the period of January 1, 2015 through December 31, 2015 as \$36,384.00 so that the second paragraph in 3 A is amended to read as follows:

For the period January 1, 2015 through December 31, 2015 the cost of the Triage Navigator position is \$36,384.00. The One Stop Partner Nebraska Department of Labor agrees to contribute 61% of the cost or \$22,194.00 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute 29% of the cost or \$10,552.00 for Year 2015.


- 3) That 3 B is amended to read as follows:
B. Other partners 2015. The remaining ten percent (10%) of the cost or \$3,638.00 shall be paid equally by eight One Stop Partners. The remaining partners who are co-located at the American Job Center, which includes Vocational Rehabilitation, contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the American Job Center have agreed to share equally the remaining \$3,638.00 which equals \$454.75 per partner for Year 2015. Said figure for the remaining partners represents an approximate percentage of 1.25% and is a recognition that the American

Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search and other core services and access to a triage navigator.


- 4) All other terms of the Attachment A, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment to Attachment A. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.


IN WITNESS WHEREOF, Vocational Rehabilitation and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Amendment to Memorandum of Understanding, Attachment A, as of the 23rd day of December, 2014.



Mayor Chris Beutler
City of Lincoln / Greater Lincoln
Workforce Investment Board



Mark Schultz, Director
Vocational Rehabilitation *
NOTE ANY LEASE
AGREEMENT MUST
GO THROUGH
NEBRASKA T.A.S

Approved by: 

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board